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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOARD MEETINGS

MEETING

City Planning Commission

Meets in Spector Hall, 22 Reade Street, New York, NY 10007, twice monthly on Wednesday, at 10:00 A.M., unless otherwise ordered by the Commission.

City Council

Meets by Charter twice a month in Councilman's Chamber, City Hall,

Manhattan, NY 10007, at 1:30 P.M.

Contract Awards Public Hearing

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, weekly, on Thursday, commencing 10:00 A.M., and other days, times and location as warranted.

Civilian Complaint Review Board

Generally meets at 10:00 A.M. on the second Wednesday of each month at 40 Rector Street, 2nd Floor, New York, NY 10006. Visit <http://www.nyc.gov/html/ccrb/html/meeting.html> for additional information and scheduling changes.

Design Commission

Meets at City Hall, Third Floor, New York, NY 10007. For meeting schedule, please visit nyc.gov/designcommission or call (212) 788-3071.

Department of Education

Meets in the Hall of the Board for a monthly business meeting on the Third Wednesday, of each month at 6:00 P.M. The Annual Meeting is held on the first Tuesday of July at 10:00 A.M.

Board of Elections

32 Broadway, 7th Floor, New York, NY 10004, on Tuesday, at 1:30 P.M. and at the call of the Commissioner.

Environmental Control Board

Meets at 100 Church Street, 12th Floor, Training Room #143, New York, NY 10007 at 9:15 A.M. once a month at the call of the Chairman.

Board of Health

Meets at Gotham Center, 42-09 28th Street, Long Island City, NY 11101, at 10:00 A.M., quarterly or at the call of the Chairman.

Health Insurance Board

Meets in Room 530, Municipal Building, Manhattan, NY 10007, at the call of the Chairman.

Board of Higher Education

Meets at 535 East 80th Street, Manhattan, NY 10021, at 5:30 P.M., on fourth Monday in January, February, March, April, June, September, October, November and December. Annual meeting held on fourth Monday in May.

Citywide Administrative Services

Division of Citywide Personnel Services will hold hearings as needed in Room 2203, 2 Washington Street, New York, NY 10004.

Commission on Human Rights

Meets on 10th Floor in the Commission's Central Office, 40 Rector Street, New York, NY 10006, on the fourth Wednesday of each month,

at 8:00 A.M.

In Rem Foreclosure Release Board

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, Monthly on Tuesdays, commencing 10:00 A.M., and other days, times and location as warranted.

Franchise and Concession Review Committee

Meets in Spector Hall, 22 Reade Street, Main Floor, and other days, times and location as warranted.

Real Property Acquisition and Disposition

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, bi-weekly, on Wednesdays, commencing 10:00 A.M., and other days, times and location as warranted.

Landmarks Preservation Commission

Meets in the Hearing Room, Municipal Building, 9th Floor North, 1 Centre Street in Manhattan on approximately three Tuesday's each month, commencing at 9:30 A.M. unless otherwise noticed by the Commission. For current meeting dates, times and agendas, please visit our website at www.nyc.gov/landmarks.

Employees' Retirement System

Meets in the Boardroom, 22nd Floor, 335 Adams Street, Brooklyn, NY 11201, at 9:30 A.M., on the third Thursday of each month, at the call of the Chairman.

Housing Authority

Board Meetings of the New York City Housing Authority are scheduled for the last Wednesday of each month (except August) at 10:00 A.M. in the Board Room on the 12th Floor of 250 Broadway, New York, NY 10007 (unless otherwise noted). Any changes to the schedule will be posted here and on NYCHA's website at http://www.nyc.gov/html/nycha/html/about/boardmeeting_schedule.shtml to the extent practicable at a reasonable time before the meeting. For additional information, please visit NYCHA's website or contact (212) 306-6088.

Parole Commission

Meets at its office, 100 Centre Street, Manhattan, NY 10013, on Thursday, at 10:30 A.M.

Board of Revision of Awards

Meets in Room 603, Municipal Building, Manhattan, NY 10007, at the call of the Chairman.

Board of Standards and Appeals

Meets at 40 Rector Street, 6th Floor, Hearing Room "E" on Tuesdays at 10:00 A.M. Review Sessions begin at 9:30 A.M. and are customarily held on Mondays preceding a Tuesday public hearing in the BSA conference room on the 9th Floor of 40 Rector Street. For changes in the schedule, or additional information, please call the Application Desk at (212) 513-4670 or consult the bulletin board at the Board's Offices, at 40 Rector Street, 9th Floor.

Tax Commission

Meets in Room 936, Municipal Building, Manhattan, NY 10007, each month at the call of the President. Manhattan, monthly on Wednesdays, commencing 2:30 P.M.

BUILD NYC RESOURCE CORPORATION

■ PUBLIC HEARINGS

The Build NYC Resource Corporation (the "Corporation"), is a not-for-profit local development corporation organized under Sections 402 and 1411, of the Not-for-Profit Corporation Law of the State of New York. In accordance with the aforesaid law, and pursuant to its certificate of incorporation, the Corporation has the power to issue non-recourse revenue bonds and to make the proceeds of those bonds available for projects that promote community and economic development in The City of New York (the "City"), and to thereby create jobs in the non-profit and for-profit sectors of the City's economy. The Corporation has been requested to issue such bonds for the financings listed below in the approximate dollar amounts respectively indicated. As used herein, "bonds" are the bonds of the Corporation, the interest on which may be exempt from Local and/or State and/or Federal income taxes; and, with reference to the bond amounts provided herein below, "approximately" shall be deemed to mean up to such stated bond amount or a greater principal amount not to exceed 10% of such stated bond amount. All square footage amounts and wage information shown below are approximate numbers.

Borrower Name: ARK Development LLC (the "Company"), a single purpose, Delaware limited liability company established for the purpose of providing an animal handling and air cargo support facility at John F. Kennedy International Airport, Queens, NY (the "Airport"), as an affiliate of Racebook Capital Partners LLC, also a Delaware limited liability company. **Financing Amount:** Approximately \$35,000,000 in special exempt facility revenue bonds. **Project Description:** Proceeds from the bonds, together with other funds of the Company, will be used by the Company to: (i) finance a portion of the construction, renovation, equipping and furnishing of a 178,000 square foot comprehensive multi-purpose animal handling and air cargo facility (the "Ark at JFK") on an approximately 14.4 acre parcel of land, located at Cargo Building 78 at the Airport, the construction of

site improvements, and the acquisition and installation of equipment to constitute fixtures in connection therewith, all for use in providing air cargo and animal handling modules to subtenants conducting related activities; (ii) fund any required debt service reserve funds; and (iii) pay certain costs related to the issuance of the bonds. **Address:** 154-48 Brookville Boulevard, Rosedale, NY. **Type of Benefits:** Tax-Exempt bond financing and exemption from City and State mortgage recording taxes. **Total Project Cost:** \$61,000,000. **Projected Jobs:** 0 existing full time equivalent jobs, 165 new full time equivalent jobs projected. **Hourly Wage Average and Range:** \$21.30/hour, estimated range of \$13.50/hour to \$82.41/hour.

Borrower Name: Friends of Seamen's Society (the "Institution"), a New York not-for-profit corporation and its affiliate, Seamen's Society for Children and Families (the "Society"), a New York not-for-profit corporation providing aid to children and families in need through foster care, a family day care program and family support and youth programs. **Financing Amount:** Approximately \$4,650,000 in tax-exempt revenue bonds. **Project Description:** Proceeds from the bonds will be used to (1) refinance approximately \$3,990,000 in existing New York City Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds (2004 Seamen's Society for Children and Families Project) (the "NYCIDA Series 2004 Bonds") issued in the original aggregate principal amount of \$5,355,000, the proceeds of which were used for the acquisition and renovation of an approximately 24,500 square foot office building, on an approximately 7,500 square foot parcel of land, at 50 Bay Street, Staten Island, NY (the "Facility"), (2) pay any redemption premium associated with the NYCIDA Series 2004 Bonds, and (3) pay for certain costs related to the issuance of the bonds. The Facility is owned by the Institution, and leased to the Society, and the Facility is operated by the Society to provide and administer foster care and other social services programs. **Address:** 50 Bay Street, Staten Island, NY. **Type of Benefits:** Tax-Exempt bond financing and exemption from City and State mortgage recording taxes. **Total Development Cost:** \$4,650,000. **Projected Jobs:** 110.5 full time equivalent jobs retained. **Hourly Wage Average and Range:** \$24.83/hour, estimated range of \$13.74/hour to \$76.92/hour.

Borrower Name: Manhattan College (the "College"), a New York not-for-profit education corporation chartered under the laws of the State of New York, and exempt from Federal taxation, pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as borrower. **Financing Amount:** Approximately \$103,000,000 of tax-exempt revenue bonds. **Project Description:** Proceeds from the bonds, together with other funds of the College, will be used by the College: (i) for the construction, furnishing, and equipping of a new Engineering and Science Innovation Center, an approximately 30,000 square foot building to be constructed to the south of, and attached or adjacent to, Leo Hall, and located at, 3825 Corlear Avenue, Bronx, NY, which will contain laboratories, classrooms, computer lab, and a student commons; (ii) for the renovation of the westward facade of Leo Hall, an approximately 161,880 square foot existing academic building, located at 3825 Corlear Avenue, Bronx, NY; (iii) to refund all or a portion of the Dormitory Authority of the State of New York Manhattan College Insured Revenue Bonds, Series 2007A, currently outstanding in the principal amount of \$35,000,000, the proceeds of which were used to finance the construction of East Hill Tower II, renamed Lee Hall, a 10-story, 550-bed residence hall, located at 4455 Manhattan College Parkway, Bronx, NY; (iv) to refund all or a portion of the Dormitory Authority of the State of New York Manhattan College Insured Revenue Bonds, Series 2007B, currently outstanding in the principal amount of \$13,185,000, the proceeds of which were used to finance the construction of the Manhattan College Parking Garage, known as the Broadway Parking Garage, a four-story, concrete parking structure with approximately 170,000 square feet of space to accommodate 540 cars, with provisions for an additional 180 cars, to be parked on grade under and surrounding the elevated structure, together with a bridge over Manhattan College Parkway, to connect the garage to the College's main campus, located at 5935 Broadway, Bronx, NY; (v) to refund all or a portion of the Build NYC Resource Corporation Revenue Bonds (2012 Manhattan College Project), currently outstanding in the principal amount of \$10,700,000, the proceeds of which, together with other funds of the College, were used to refund the outstanding Dormitory Authority of the State of New York Manhattan College Insured Revenue Bonds, Series 2000, the proceeds of which, together with other funds of the College, were used (A) to finance a portion of the cost to construct, furnish and equip an approximately 44,246 square foot expansion space for the College's library, renamed the O'Malley Library, and provide new space for the College's Admissions Department in the College's library, and located, at 4531 Manhattan College Parkway, Bronx, NY, and (B) to refund the then outstanding Dormitory Authority of the State of New York Manhattan College Insured Revenue Bonds, Series 1992, the proceeds of which, together with other funds of the College, were used to (y) refund the then-outstanding taxable Manhattan College Exchangeable Bonds, Series 1989, the proceeds of which were used to finance the East Hill Dormitory Building, renamed Horan Hall, an 11-story, 700-bed residence hall, located at 4381 Post Road, Bronx, NY, and to refund the then outstanding Dormitory Authority of the State of New York Manhattan College Insured Revenue Bonds, Series 1984, the

proceeds of which were used to finance the approximately 46,665 square foot Research and Learning Center, located at 3840 Corlear Avenue, Bronx, NY, and (z) repay a then outstanding commercial bank loan, the proceeds of which were used to finance Jasper Hall, a five-story, 250-bed residence hall, located at 4485 Manhattan College Parkway, Bronx, NY; (vi) to refund all or a portion of the Build NYC Resource Corporation Revenue Bonds (Manhattan College Project), Series 2013A and Build NYC Resource Corporation Revenue Bonds (Manhattan College Project), Series 2013B (Adjustable Rate), currently outstanding in the principal amount of \$13,000,000, the proceeds of which were used to finance a portion of the cost of the construction, furnishing and equipping of the Raymond W. Kelly '63 Student Commons, an approximately 70,000 square foot, five-story building, located on an approximately 58,000 square foot parcel of land, located at 3900 Waldo Avenue, Bronx NY, used as administrative offices, student meeting and activities spaces, a dining area, concessions and a fitness center, (vii) for the construction, renovation and equipping of various capital projects at Leo Hall, located at 3825 Corlear Avenue, Bronx, NY, and/or the Research and Learning Center, located at 3840 Corlear Avenue, Bronx, NY, (viii) for the financing of prepayment premiums, and (ix) for the payment of costs of issuance of the bonds. All of the facilities to be financed and refinanced with the bonds are owned and operated by the College. The College is a co-educational college. **Address:** 3825 Corlear Avenue, Bronx, NY; 4455 Manhattan College Parkway, Bronx, NY; 5935 Broadway, Bronx, NY; 4531 Manhattan College Parkway, Bronx, NY; 4381 Post Road, Bronx, NY; 3840 Corlear Avenue, Bronx, NY; 4485 Manhattan College Parkway, Bronx, NY; 3900 Waldo Avenue, Bronx NY. **Type of Benefits:** Tax exempt bond financing. **Total Project Cost:** \$145,200,000. **Projected Jobs:** 693.5 full time equivalent currently, 727.5 full time equivalent projected. **Hourly Wage Average and Range:** \$39.99/hour, estimated range of \$16.00/hour to \$77.00/hour.

For any updates to project information after the date of this notice, please visit the website of New York City Economic Development Corporation ("NYCEDC") at www.nycedc.com/buildnyc-project-info.

The Corporation is committed to ensuring meaningful access to its programs. If you require any accommodation for language access, including sign language, please contact NYCEDC's Equal Access Officer at (212) 312-3602 or at EqualAccess@edc.nyc.

Pursuant to Internal Revenue Code Section 147(f), the Corporation will hold a public hearing on the proposed financings described hereinabove at the offices of the NYCEDC, located at 110 William Street, 4th Floor, New York, NY 10038, commencing at 10:00 A.M. on **Thursday, April 6th, 2017**. Interested members of the public are invited to attend. The Corporation will invite comments at such hearing on the proposed financings. In addition, at such hearing the Corporation will provide the public with an opportunity to review the financing application and the cost-benefit analysis for each of the proposed financings. For those members of the public desiring to review project applications and cost benefit analyses before the date of the hearing, copies of these materials will be made available, starting on or about fourteen (14) days prior to the hearing. Persons desiring to obtain copies of these materials may visit the website of New York City Economic Development Corporation at www.nycedc.com, or may call (212) 312-3598. Persons desiring to make a brief statement regarding the proposed financings and transactions should give prior notice to the Corporation at the address or phone number shown below. Written comments may be submitted to the Corporation to the attention of Ms. Frances Tufano at the address shown below. Comments, whether oral or written, must be submitted no later than the close of the public hearing. Please be advised that certain of the aforementioned proposed financings and transactions may possibly be removed from the hearing agenda prior to the hearing date. Information regarding such removals will be available by contacting tufano@nycedc.com on or about NOON on the Friday preceding the hearing.

Build NYC Resource Corporation
Attn: Ms. Frances Tufano
110 William Street, 5th Floor
New York, NY 10038
(212) 312-3598

Accessibility questions: NYCEDC's Equal Access Officer at (212) 312-3602 or at EqualAccess@edc.nyc, by: Thursday, April 6, 2017, 10:00 A.M.



m27

CITY COUNCIL

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Council has scheduled the following public hearings on the matters indicated below:

The Subcommittee on Zoning and Franchises will hold a Public

Hearing on the following matters in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 9:30 A.M. on Tuesday, March 28, 2017:

ROSE CASTLE

BROOKLYN CB - 3

N 160221 ZMK

Application submitted by Riverside Developers USA Inc. pursuant to Sections 197-c, and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 12d:

- changing from an M1-2 District, to an R7A District property, bounded by Flushing Avenue, Franklin Avenue, the easterly prolongation of the northerly street line of Little Nassau Street, the terminus of Little Nassau Street, Little Nassau Street, and Kent Avenue;
- changing from an M1-2 District, to an M1-2/R6A District property, bounded by the easterly prolongation of the northerly street line of Little Nassau Street, Skillman Street, a line 330 feet northerly of Park Avenue, and Franklin Avenue;
- establishing within the proposed R7A District, a C2-4 District bounded by Flushing Avenue, Franklin Avenue, the easterly prolongation of the northerly street line of Little Nassau Street, the terminus of Little Nassau Street, Little Nassau Street, and Kent Avenue; and
- establishing a Special Mixed Use District (MX-4), bounded by the easterly prolongation of the northerly street line of Little Nassau Street, Skillman Street, a line 330 feet northerly of Park Avenue, and Franklin Avenue;

as shown on a diagram (for illustrative purposes only), dated October 4, 2016 and subject to the conditions of the CEQR Declaration E-395.

ROSE CASTLE

BROOKLYN CB - 3

N 160222 ZRK

Application submitted by Riverside Developers USA, Inc., pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York modifying Appendix F (Inclusionary Housing Designated Areas) and a related section in Article XII, Chapter 3 (Special Mixed Use District) to apply Inclusionary Housing regulations in Borough of Brooklyn.

Matter underlined is new, to be added;

Matter ~~struck out~~ is to be deleted;

Matter within # # is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution

Article XII - Special Purpose Districts

**Chapter 3
Special Mixed Use District**

* * *

123-63

Maximum Floor Area Ratio and Lot Coverage Requirements for Zoning Lots Containing Only Residential Buildings in R6, R7, R8 and R9 Districts

* * *

However, in #Inclusionary Housing designated areas# and #Mandatory Inclusionary Housing areas#, as listed in the table in this Section, the maximum permitted #floor area ratio# shall be as set forth in Section 23-154 (Inclusionary Housing). The locations of such districts are specified in APPENDIX F of this Resolution.

#Special Mixed Use District#	Designated #Residence District#
MX 2 - Community District 2 Brooklyn	R7A R8A
<u>MX 4 - Community District 3 Brooklyn</u>	<u>R6A</u>
MX 8 - Community District 1 Brooklyn	R6 R6A R6B R7A

* * *

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas**

* * *

BROOKLYN

* * *

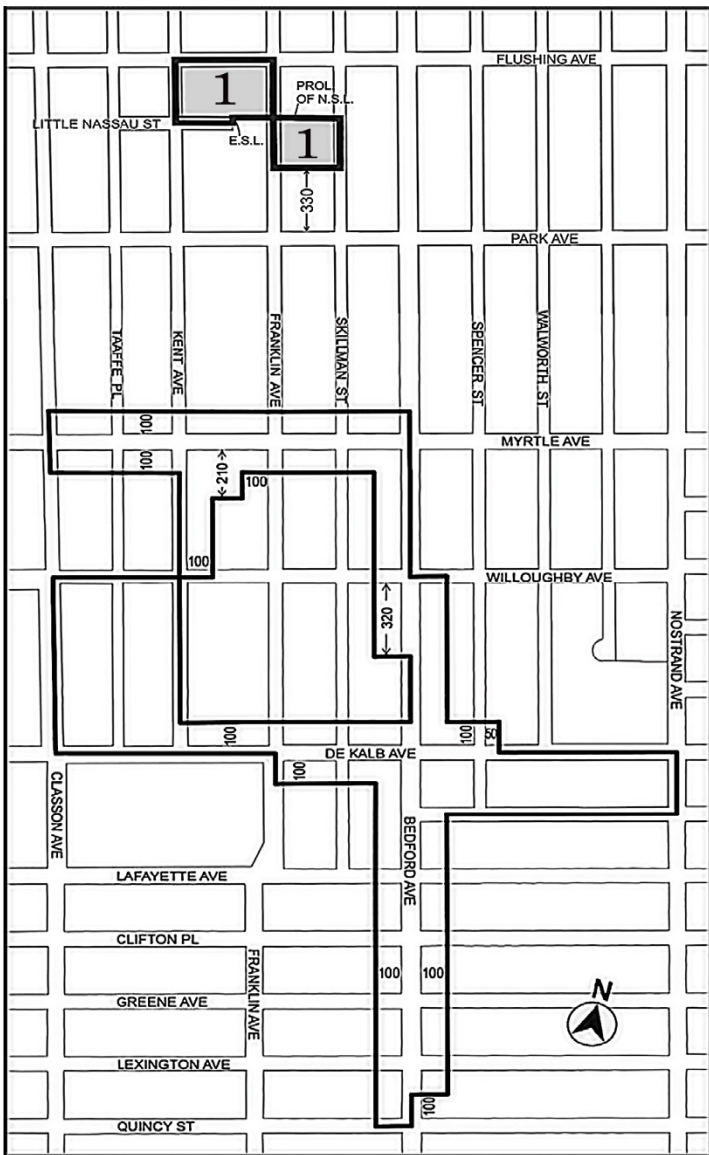
Brooklyn Community District 3

In the R6A, R7A, and R7D Districts within the areas shown on the following Maps 1, 2, 3, 4, and 5:

* * *

Map 3 - [date of adoption]

[PROPOSED MAP]



- Inclusionary Housing Designated Area
 - Mandatory Inclusionary Housing area see Section 23-154(d)(3)
- Area 1 (date of adoption) — MIH Program Option 1, Option 2 and Workforce Option

Portion of Community District 3, Brooklyn

* * *

**WEST 23RD STREET TEXT AMENDMENT
MANHATTAN CB - 4 N 160396 ZRM**

Application submitted by 23rd and 11th Associates, LLC., pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article IX, Chapter 8 (Special West Chelsea District) to permit the distribution of floor area across C6-3/Subarea D and C6-3A zoning districts, and subarea boundaries for zoning lots fronting on 11th Avenue, and West 23rd Street within Community District 4, Borough of Manhattan.

Matter in underline is new, to be added;
Matter in ~~strikeout~~ is old, to be deleted;
Matter within # # is defined in Section 12-10;
* * * indicates where unchanged text appears in the Zoning Resolution

Article IX - Special Purpose Districts

**Chapter 8
Special West Chelsea District**

* * *

**98-20
FLOOR AREA AND LOT COVERAGE REGULATIONS**

The #floor area# provisions of this Section, inclusive, shall apply. Furthermore, special #floor area# transfer provisions are set forth in Section 98-30 (HIGH LINE TRANSFER CORRIDOR), inclusive.

* * *

**98-22
Maximum Floor Area Ratio and Lot Coverage in Subareas**

For all #zoning lots#, or portions thereof, located in Subareas A through J, the maximum #floor area ratios#, #open space ratios# and #lot coverages# of the applicable underlying district shall not apply. In lieu thereof, the maximum #floor area ratio# permitted for #commercial#, #community facility# and #residential uses#, separately or in combination, shall be as specified in the table in this Section. For #residential use#, the maximum #lot coverage# shall be 70 percent for #interior# or #through lots# and no maximum #lot coverage# shall apply to any #corner lot#. For the #conversion# to #dwelling units# of non-#residential floor area# where the total #residential floor area# on the #zoning lot# will exceed the applicable basic maximum #floor area ratio# specified in the table in this Section, such excess #residential floor area# shall only be permitted pursuant to Section 98-26 (Modifications of Inclusionary Housing Program).

MAXIMUM FLOOR AREA RATIO BY SUBAREA

Sub-area	Basic #floor area ratio# (max)	Increase in FAR from #High Line Transfer Corridor# (98-30)	Increase in FAR with #High Line# Improvement Bonuses (98-25)	Inclusionary Housing		Permitted #floor area ratio# (maximum)
				FAR required to be transferred ¹ (minimum)	Increase in FAR for Inclusionary Housing Program (98-26)	
A	6.5	2.65	— ²	2.65	2.85	12.0
B	5.0	2.5	— ²	1.25	1.25	7.5
C	5.0	2.5	NA	1.25	1.25	7.5
D ⁵	5.0	2.5 ³	2.5 ³	1.25	1.25	7.5
E	5.0	1.0 ³	1.0 ^{2,3}	NA	NA	6.0
F	5.0	NA	NA	NA	NA	5.0
G	5.0	1.0 ³	1.0 ³	NA	NA	6.0
H	7.5	NA	2.5	NA	NA	10.0

I	5.0	2.5	NA	1.25	1.25	7.5
I ⁴	5.0	NA	2.5	NA	NA	7.5
J ⁶	5.0	NA	2.5	NA	NA	7.5

- 1 Minimum #floor area ratios# required to be transferred pursuant to Section 98-30 (HIGH LINE TRANSFER CORRIDOR), inclusive, before Inclusionary Housing #floor area# bonus can be utilized
- 2 In Subareas A, B, and E, the applicable maximum basic #floor area ratio# of that portion of the #zoning lot# that is within the #High Line Transfer Corridor# may be increased up to a maximum of 1.0, and the applicable maximum permitted #floor area ratio# increased accordingly, by certification of the Chairperson of the City Planning Commission, pursuant to Section 98-35 (High Line Transfer Corridor Bonus)

- 3 For certain zoning lots located in Subareas D, E and G, the provisions of Section 98-25 (High Line Improvement Bonus) may apply in lieu of the provisions of Section 98-30, subject to the provisions of Section 98-24 98-241 (Special Floor Area Rules for Zoning Lots Divided by District Boundaries in In Subareas D, E and G)
- 4 For #zoning lots# over which the #High Line# passes
- 5 For #zoning lots# between West 22nd Street and West 24th Street, the #floor area ratios# shall be 7.5, and no #floor area# increases shall be permitted
- 6 Bonus contribution subject to provisions of Section 98-25 governing first contribution to Affordable Housing Fund

* * *

**98-24
Special Floor Area Rules for Zoning Lots Divided by District Boundaries in Subareas D, E and G**

**98-241
In Subareas D, E and G**

For #zoning lots# fronting on West 18th Street, and located partially in Subarea D, partially in Subarea E, and partially in Subarea G, #floor area# may be transferred across zoning district and subarea boundaries without restriction. Either the provisions of Sections 98-25 (High Line Improvement Bonus) or 98-30 (HIGH LINE TRANSFER CORRIDOR) may apply to such #zoning lot#, as applicable, and the maximum permitted #floor area ratio# specified in the table in Section 98-22 shall apply, as applicable, for each subarea.

**98-27 98-242
Zoning Lots Located Partly partially Wwithin Subarea C and Partly partially Wwithin M1-5 Districts**

For #zoning lots# existing prior to June 23, 2005, and located partly partially within an M1-5 District and partly partially within a C6-3 District in Subarea C, the permitted #floor area ratio# for the C6-3 District portion of the #zoning lot# may be increased to the #floor area ratio# existing in the C6-3 District portion on June 23, 2005, up to a maximum #floor area ratio# of 7.5, provided that the Chairperson of the City Planning Commission has certified that a payment has been made to the #High Line# Improvement Fund, established under Section 98-25, to be used at the discretion of the Chairperson to assure that the #High Line# is restored and reused as a public accessible open space. The amount of such contribution shall be determined in the manner prescribed in Section 98-35 (High Line Transfer Corridor Bonus).

No building permit for any #development# or #enlargement# may be issued for any #building or other structure# on the #zoning lot# that will contain #floor area# made available to the #zoning lot# as a result of the application of this Section unless and until such certification has been made.

**98-243
Located partially within Subarea D and C6-3A Districts**
For a #zoning lot# fronting on West 23rd Street and 11th Avenue, located partially within Subarea D and partially within a C6-3A District, #floor area# may be transferred from the portion of the #zoning lot# in the C6-3A District to the portion in Subarea D.

* * *

**98-27
Zoning Lots Located Partly Within Subarea C and Partly Within M1-5 Districts**

For #zoning lots# existing prior to June 23, 2005, and located partly within an M1-5 District and partly within a C6-3 District in Subarea C, the permitted #floor area ratio# for the C6-3 District portion of the #zoning lot# may be increased to the #floor area ratio# existing in the C6-3 District portion on June 23, 2005, up to a maximum #floor area ratio# of 7.5, provided that the Chairperson of the City Planning Commission has certified that a payment has been made to the #High Line# Improvement Fund, established under Section 98-25, to be used at the discretion of the Chairperson to assure that the #High Line# is restored and reused as a public accessible open space. The amount of such contribution shall be determined in the manner prescribed in Section 98-35 (High Line Transfer Corridor Bonus).

No building permit for any #development# or #enlargement# may be issued for any #building or other structure# on the #zoning lot# that will contain #floor area# made available to the #zoning lot# as a result of the application of this Section unless and until such certification has been made.

* * *

**98-423
Street wall location, minimum and maximum base heights and maximum building heights**

The provisions set forth in Paragraph (a) of this Section, shall apply to all #buildings, or other structures#. Such provisions are modified for certain subareas as set forth in Paragraphs (b) through (g) of this Section.

* * *

(d) Subarea E

The #street wall# location provisions set forth in paragraph (a) of this Section shall not apply on a #zoning lot# fronting on West 18th Street and located partially in Subareas D, E and G, where #floor area# has been transferred pursuant to Section 98-24 98-241. A maximum of 60 percent of the West 18th Street frontage within Subarea E may rise without setback to a maximum #building# height of 250 feet, and a minimum of 20 percent of the West 18th Street frontage within Subarea E shall rise without setback to a minimum height of 60 feet and a maximum height of 85 feet and be located within 10 feet of the #street line#.

* * *

**901 MANOR ROAD COMMERCIAL OVERLAY
STATEN ISLAND CB - 2 C 160378 ZMR**

Application submitted by Clara Fazzino pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 21b and 27a by establishing within an existing R3-1 District a C1-1 District bounded by a line 100 feet easterly of Manor Road, a line midway between Norwalk Avenue and Tillman Street, a line 190 feet easterly of Manor Road, and Tillman Street, Borough of Staten Island, Community District 2, as shown on a diagram (for illustrative purposes only), dated November 14, 2016.

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matter in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 11:00 A.M., on Tuesday, March 28, 2017:

**UNITED NATIONS HOTEL 1ST FLOOR INTERIOR LANDMARK
MANHATTAN CB-6 20175218 HKM (N 170252 HKM)**

The proposed designation by the Landmarks Preservation Commission [DL-493/LP-2588], pursuant to Section 3020 of the New York City Charter of United Nations Hotel, First Floor Interiors 1 and 2 United Nations Plaza (aka 783-793 First Avenue, 335-343 East 44th Street, and 323-333 East 44th Street, 322-334 East 45th Street) (Block 1337, Lots 7502 and 14), as an interior landmark.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing on the following matters in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 1:00 P.M. on Tuesday, March 28, 2017:

**CATON FLATS DEVELOPMENT
BROOKLYN CB - 14 C 170127 PPK**

Application submitted by the New York City Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the disposition of city-owned property located at 794 Flatbush Avenue (Block 5063, Lot 58), pursuant to zoning.

**CATON FLATS DEVELOPMENT
BROOKLYN CB - 14 C 170128 ZMK**

Application submitted by the New York City Department of Citywide Administrative Services, and New York City Economic Development Corporation pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment to the Zoning Map, Section No. 16d:

- changing from an R7A District to an R8A District property bounded by a line perpendicular to the westerly street line of Flatbush Avenue distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue, and the northwesterly street line of Caton Avenue, Flatbush Avenue, Caton Avenue, a line perpendicular to the northwesterly street line of Caton Avenue distant 140 feet southwesterly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, a line 125 feet northwesterly of Caton Avenue, and a line 135 feet westerly of Flatbush Avenue; and
- establishing within the proposed R8A District a C2-4 District bounded by a line perpendicular to the westerly street line of Flatbush Avenue distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue, and the northwesterly street line of Caton Avenue, a line 100 feet westerly of Flatbush Avenue, Caton Avenue, a line perpendicular to the northwesterly street line of Caton Avenue distant 140 feet southwesterly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, a line 125 feet northwesterly of Caton Avenue, and a line 135 feet westerly of Flatbush Avenue;

as shown on a diagram (for illustrative purposes only) dated October 31, 2016, and subject to the conditions of CEQR Declaration E-397.

**CATON FLATS DEVELOPMENT
BROOKLYN CB - 14 N 170129 ZRK**

Application submitted by the New York City Department of Citywide Administrative Services and New York City Economic Development Corporation pursuant to Section 201 of the New York City Charter, for an amendment to the Zoning Resolution of the City of New York, modifying Appendix F to establish a Mandatory Inclusionary Housing Area in Community District 14.

Matter in underline is new, to be added;
Matter in ~~strikeout~~ is to be deleted;
Matter within # # is defined in Section 12-10;
* * * indicates where unchanged text appears in the Zoning Resolution

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

Brooklyn

Brooklyn Community District 14

In the R7A and R8A Districts within the areas shown on the following Maps 1, 2 and 3:

Map 2. (date of adoption)

[EXISTING MAP]



[PROPOSED MAP]



- Inclusionary Housing designated area
- Mandatory Inclusionary Housing area see Section 23-154(d)(3)

Area 1 (date of adoption) — MIH Program Option 2
Portion of Community District 14, Brooklyn
 * * *

210-214 HEGEMAN AVENUE

BROOKLYN CB - 16 C 170153 HAK

Application submitted by the New York City Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of properties located at 210-214 Hegeman Avenue (Block 3639, Lots 35 and 37), as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the construction of an eight-story building with approximately 70 units of affordable and supportive housing in the Brownsville neighborhood of Community District 16.

210-214 HEGEMAN AVENUE

BROOKLYN CB - 16 C 170154 ZSK

Application submitted by the New York City Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-903 of the Zoning Resolution to modify the requirements of Section 24-111 (Maximum floor area ratio for certain community facility uses) to permit the allowable community facility floor area ratio of ZR Section 24-11 (Maximum Floor Area Ratio and Percentage of Lot Coverage) to apply to a non-profit institution with sleeping accommodations in connection with a proposed eight-story building on property located at 210-214 Hegeman Avenue (Block 3639, Lots 35 and 37), in an R6 District.

Accessibility questions: City Council Land Use Division (212) 482-5154, by: Friday, March 24, 2017, 4:00 P.M.



m22-28

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling public hearings on the following matters, to be held at Spector Hall, 22 Reade Street, New York, NY, on Wednesday, April 5, 2017, at 10:00 A.M.

BOROUGH OF THE BRONX
No. 1
UNIONPORT BRIDGE REPLACEMENT

CD 9, 10 C 160200 MMX

IN THE MATTER OF an application, submitted by The New York City Department of Transportation, Division of Bridges, Movable Bridge Group pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving the modification of legal grades in Bruckner Boulevard between Zerega Avenue and Brush Avenue, in accordance with Map No. 13138 dated December 1, 2016, and signed by the Borough President.

Nos. 2 & 3
WATSON AVENUE REZONING
No. 2

CD 9 C 170150 ZMX

IN THE MATTER OF an application submitted by Azimuth Development Group LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 3d and 4b:

1. eliminating from within an existing R5 District, a C1-2 District bounded by Watson Avenue, Rosedale Avenue, a line 300 feet northerly of Watson Avenue, and Commonwealth Avenue;
2. changing from an R5 District, to an R7A District property bounded by Watson Avenue, Rosedale Avenue, a line 310 feet northerly of Watson Avenue, and Commonwealth Avenue; and

3. establishing within the proposed R7A District, a C1-4 District bounded by Watson Avenue, Rosedale Avenue, a line 310 feet northerly of Watson Avenue, and Commonwealth Avenue;

as shown on a diagram (for illustrative purposes only) dated December 12, 2016, and subject to the conditions of CEQR Declaration E-403.

No. 3

CD 9 N 170151 ZRX

IN THE MATTER OF an application submitted by Azimuth Development Group, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Appendix F for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added;
Matter ~~struck out~~ is to be deleted;

Matter within # # is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution.
* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

The Bronx

* * *

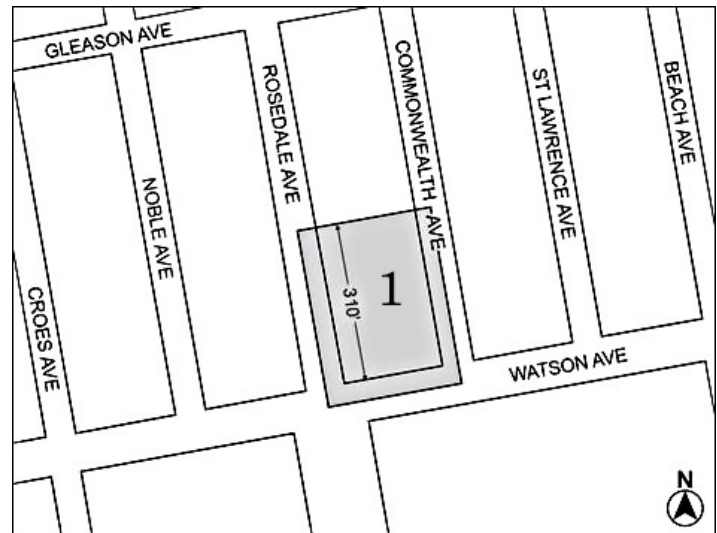
The Bronx Community District 9

In the R7A District within the area shown on the following Map 1:

* * *

Map 1 – [date of adoption]

[PROPOSED MAP]



Mandatory Inclusionary Housing area see Section 23-154(d)(3)

Area 1 [date of adoption] — MIH Program Option 2

Portion of Community District 9, The Bronx

* * *

BOROUGH OF BROOKLYN
Nos. 4 & 5
1350 BEDFORD AVENUE REZONING
No. 4

CD 8 C 170070 ZMK

IN THE MATTER OF an application submitted by Bedford Arms, LLC, pursuant to Section 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 17a, changing from an R6A District to an R7D District property bounded by Pacific Street, Bedford Avenue, Dean Street, and a line perpendicular to the northeasterly street line of Dean Street distant 200 feet northwesterly (as measured along the street line) from the point of intersection of the northeasterly street line of Dean Street and the westerly street line of Bedford Avenue, as shown on a diagram (for illustrative purposes only) dated January 17, 2017, and subject to the conditions of CEQR Declaration E-412.

No. 5

CD 8 N 170071 ZRK

IN THE MATTER OF an application submitted by Bedford Arms, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Appendix F for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added;

Matter ~~struck out~~ is to be deleted;

Matter within # # is defined in Section 12-10;

*** indicates where unchanged text appears in the Zoning Resolution

APPENDIX F

Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

Brooklyn

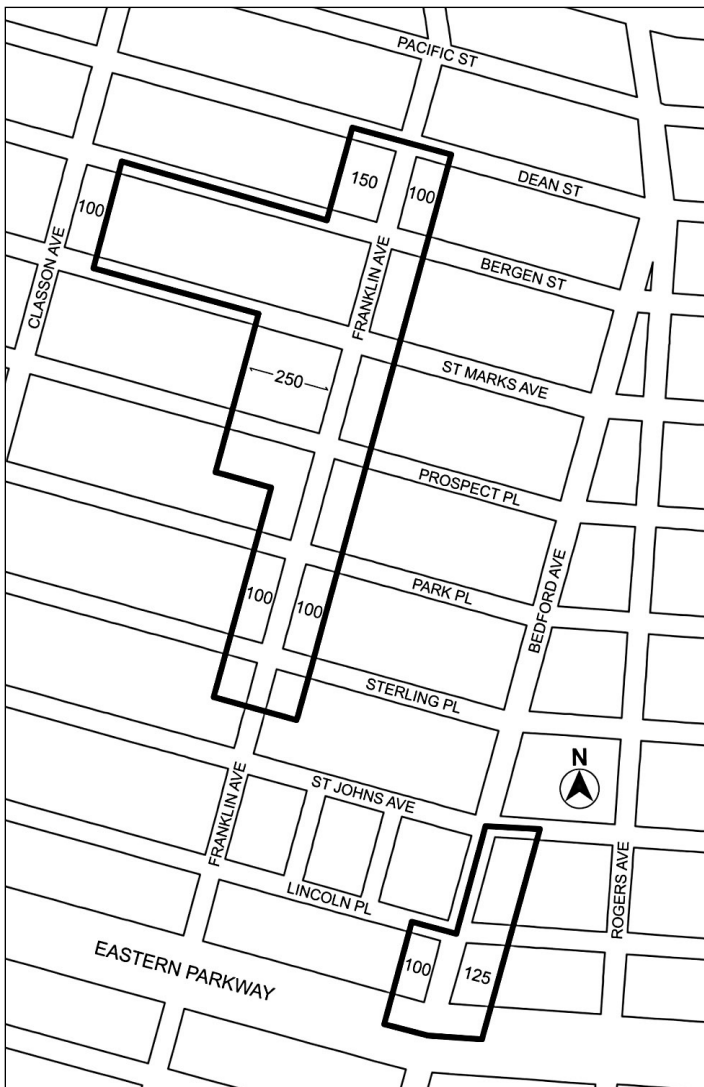
* * *

Brooklyn Community District 8

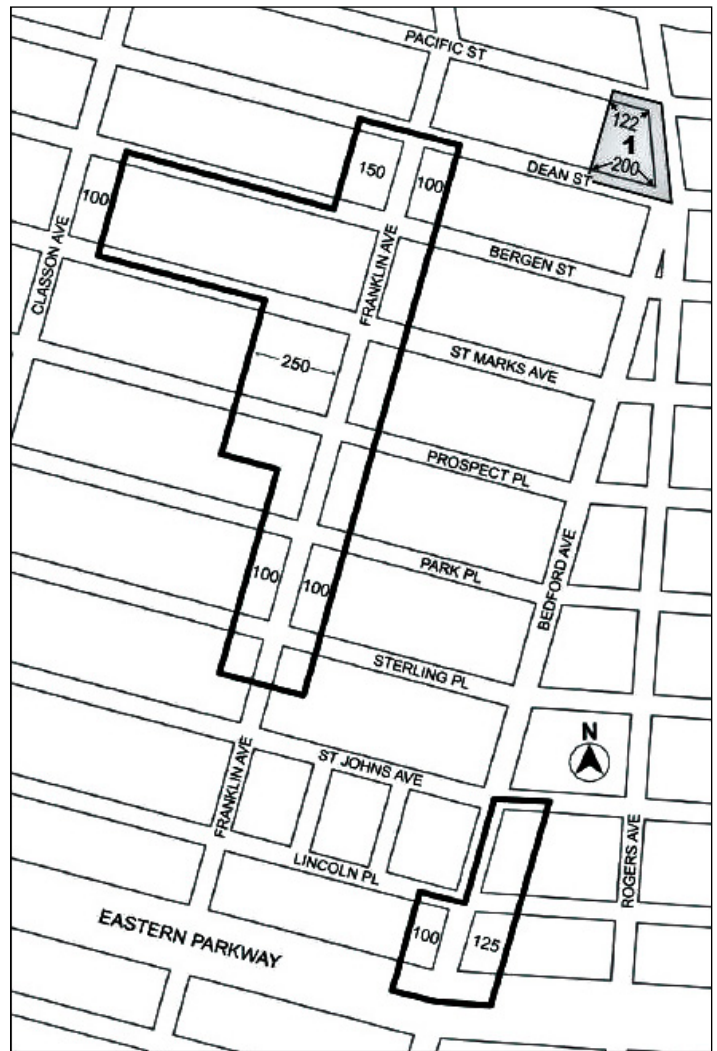
In the R7A and R7D Districts within the areas shown on the following Map 1:

Map 1. (9/24/13) [date of adoption]

[EXISTING MAP]



[PROPOSED MAP]



-  Inclusionary Housing Designated Area
-  Mandatory Inclusionary Housing area (MIHA) see Section 23-154(d)(3) (ii)

1 Area 1 (date of adoption) — MIH Program Option 2
Portion of Community District 8, Brooklyn
* * *

BOROUGH OF MANHATTAN
No. 6
10 GREENE STREET

CD 2 C 170137 ZSM

IN THE MATTER OF an application submitted by 10 Greene Owner LLC pursuant to Sections 197-c, and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the use regulations of Section 42-10 to allow residential uses (Use Group 2 uses) on portions of the cellar and ground floor and on the 2nd through 5th floors and proposed 2-story penthouse, and the use regulations of Section 42-14D(2)(b) to allow retail uses (Use Group 6 uses) on the ground floor and portions of the cellar of an existing 5-story building, on property located at 10 Greene Street (Block 230, Lot 13), in an M1-5B District, within the SoHo-Cast Iron Historic District.

Plans for this proposal are on file with the City Planning Commission, and may be seen at 120 Broadway, 31st Floor, New York, NY 10271.

No. 7
1164 BROADWAY

CD 5 C 170182 ZSM

IN THE MATTER OF an application submitted by 1170 Broadway Associates, LLC pursuant to Sections 197-c, and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the height & setback requirements of Section 43-43 (Maximum Height of Front Wall and Required Front Setbacks) to facilitate the 8-story and penthouse enlargement of an existing 4-story commercial building, on property located at 1164-1170 Broadway a.k.a. 12 West 28th Street (Block 829,

Lot 50), in an M1-6 District, within the Madison Square North Historic District.

Plans for this proposal are on file with the City Planning Commission, and may be seen at 120 Broadway, 31st Floor, New York, NY 10271-0001.

No. 8

MORNINGSIDE HEIGHTS HISTORIC DISTRICT

CD 9 N 170298 HKM

IN THE MATTER OF a communication dated March 3, 2017, from the Executive Director of the Landmarks Preservation Commission regarding the Morningside Heights Historic District designated by the Landmarks Preservation Commission on February 21, 2017 (Designation List 495/LP-2584), which consists of the properties bounded by a line beginning on the eastern curbline of Riverside Drive, at a point on a line extending westerly from the southern property line of 362 Riverside Drive (aka 362-366 Riverside Drive; 318 West 109th Street), extending northerly along the eastern curbline of Riverside Drive, to the southern curbline of West 119th Street, easterly along the southern curbline of West 119th Street, to the western curbline of Claremont Avenue, southerly along the western curbline of Claremont Avenue continuing southerly, to the southern curbline of West 116th Street, easterly along the southern curbline of West 116th Street, to the western curbline of Broadway, southerly along the western curbline of Broadway, to a point on a line extending easterly from the southern property line of 600 West 116th Street (aka 2951-2959 Broadway), westerly along said line, and the southern property lines of 600 West 116th Street (aka 2951-2959 Broadway), 606 West 116th Street (aka 602-606 West 116th Street), 610 West 116th Street (aka 608-610 West 116th Street), 612 West 116th Street, and part of the southern property line of 616 West 116th Street (aka 614-618 West 116th Street), southerly along the eastern property line of 617 West 115th Street, and a line extending southerly from the eastern property line of 617 West 115th Street, to the southern curbline of West 115th Street, easterly along the southern curbline of West 115th Street, to a point on a line extending northerly from the eastern property line of 608 West 115th Street (aka 608-610 West 115th Street) southerly along said line, and the eastern property line of 608 West 115th Street (aka 608-610 West 115th Street), to a point on the northern property line of 609 West 114th Street (aka 605-609 West 114th Street), easterly along the northern property line of 609 West 114th Street (aka 605-609 West 114th Street) and part of the northern property line of 601 West 114th Street (aka 601-603 West 114th Street; 2921-2927 Broadway), northerly along the western property line of 600 West 115th Street (aka 2931-2939 Broadway), to the southern curbline of West 115th Street, easterly along the southern curbline of West 115th Street, to the western curbline of Broadway, southerly along the western curbline of Broadway, to the northern curbline of West 114th Street, westerly along the northern curbline of West 114th Street, to a point on a line extending northerly from the eastern property line of 604 West 114th Street, southerly along said line, and the eastern property line of 604 West 114th Street, to the southern property line of 604 West 114th Street, westerly along the southern property lines of 604, to 618 West 114th Street, southerly along the eastern property line of 615 West 113th Street (aka 615-617 West 113th Street), and a line extending southerly from the eastern property line of 615 West 113th Street (aka 615-617 West 113th Street), to the southern curbline of West 113th Street, easterly along the southern curbline of West 113th Street, and across Broadway, to a point on a line extending northerly from the eastern property line of 562 West 113th Street (aka 562-568 West 113th Street; 2890-2898 Broadway), southerly along said line, and the eastern property line of 562 West 113th Street (aka 562-568 West 113th Street; 2890-2898 Broadway), westerly along part of the southern property line of 562 West 113th Street (aka 562-568 West 113th Street; 2890-2898 Broadway), southerly along the eastern property line of 545 West 112th Street (aka 2880-2888 Broadway), and a line extending southerly from the eastern property line of 545 West 112th Street (aka 2880-2888 Broadway), to the southern curbline of West 112th Street, easterly along the southern curbline of West 112th Street, to point on a line extending northerly from the eastern property line of 542 West 112th Street (aka 542-548 West 112th Street, 2868-2878A Broadway), southerly along said line, and the eastern property line of 542 West 112th Street (aka 542-548 West 112th Street, 2868-2878A Broadway), to a point on the northern property line of 545 West 111th Street (aka 2858-2866 Broadway), easterly along part of the northern property line of 545 West 111th Street (aka 2858-2866 Broadway), and the northern property lines of 535 West 111th Street (aka 533-537 West 111th Street), to 503 West 111th Street (aka 503-505 West 111th Street), southeasterly along the eastern property line of 503 West 111th Street (aka 503-505 West 111th Street), and southerly along a line extending southerly from the eastern property line of 503 West 111th Street (aka 503-505 West 111th Street), to the southern curbline of West 111th Street, easterly along the southern curbline of West 111th Street, to the western curbline of Amsterdam Avenue, southerly along the western curbline of Amsterdam Avenue continuing in a straight line across Cathedral Parkway, to a point on a line extending easterly from the southern property line of 500 Cathedral Parkway (aka 1002A-1018 Amsterdam Avenue), westerly along said line, and the southern

property lines of 500 Cathedral Parkway (aka 1002A-1018 Amsterdam Avenue), to 550 Cathedral Parkway (aka 548-550 Cathedral Parkway), northerly along the western property line of 550 Cathedral Parkway (aka 548-550 Cathedral Parkway), to the southern curbline of Cathedral Parkway, easterly along the southern curbline of Cathedral Parkway, to a point on a line extending southerly from the western property line of 535 Cathedral Parkway (aka 529-541 Cathedral Parkway), northerly along said line, and the western property line of 535 Cathedral Parkway (aka 529-541 Cathedral Parkway), to a point on the southern property line of 536 West 111th Street (aka 536-538 West 111th Street), westerly along part of the southern property line of 536 West 111th Street (aka 536-538 West 111th Street), northerly along the western property line of 536 West 111th Street (aka 536-538 West 111th Street), and a line extending northerly from the western property line of 536 West 111th Street (aka 536-538 West 111th Street), to the northern curbline of West 111th Street, westerly along the northern curbline of West 111th Street, to the eastern curbline of Broadway, northerly along the eastern curbline of Broadway, to the northern curbline of West 112th Street, westerly across Broadway and along the northern curbline of West 112th Street, to a point on a line extending northerly from the eastern property line of 395 Riverside Drive (aka 393-397 Riverside Drive; 620-628 West 112th Street), southerly along said line, and the eastern property line of 395 Riverside Drive (aka 393-397 Riverside Drive; 620-628 West 112th Street), easterly along the northern property lines of 611 West 111th Street (aka 609-611 West 111th Street), 605 West 111th Street (aka 605-607 West 111th Street), and 603 West 111th Street, southerly along the eastern property line of 603 West 111th Street, and a line extending southerly from the eastern property line of 603 West 111th Street, to the southern curbline of West 111th Street, easterly along the southern curbline of West 111th Street, to the western curbline of Broadway, southerly along the western curbline of Broadway, to the northern curbline of Cathedral Parkway, westerly along the northern curbline of Cathedral Parkway, to a point on a line extending northerly from the eastern property line of 610 Cathedral Parkway (aka 608-614 Cathedral Parkway), southerly along said line and the eastern property line of 610 Cathedral Parkway (aka 608-614 Cathedral Parkway), westerly along the southern property line of 610 Cathedral Parkway (aka 608-614 Cathedral Parkway), and part of the southern property line of 375 Riverside Drive (aka 371-375 Riverside Drive; 616-624 Cathedral Parkway), southerly along the eastern property line of 370 Riverside Drive (aka 317-327 West 109th Street), to the northern curbline of West 109th Street, westerly along the northern curbline of West 109th Street, to a point on a line extending northerly from the eastern property line of 362 Riverside Drive (aka 362-366 Riverside Drive; 318 West 109th Street), southerly along said line, and the eastern property line of 362 Riverside Drive (aka 362-366 Riverside Drive; 318 West 109th Street), westerly along the southern property line of 362 Riverside Drive (aka 362-366 Riverside Drive; 318 West 109th Street), to the point of the beginning, Borough of Manhattan, Community District 9.

BOROUGH OF STATEN ISLAND

No. 9

THE BOULEVARD AT HYLAN PLAZA DEIS

CD 2

A public hearing is being held by the City Planning Commission to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning applications by Hylan Plaza 1339, LLC (the Applicant). The Applicant is proposing to enlarge an existing commercial center known as the Hylan Plaza Shopping Center (the "Mall" or the "Development Site"), located at 2600 Hylan Boulevard (Block 3969, Lots 1, 6, 31, and 35) in the New Dorp Beach neighborhood of Staten Island Community District 2. The Applicant is seeking zoning authorizations pursuant to ZR Section 36-023 for a reduction by up to 49.8 percent of the ZR Section 36-21 parking requirement, and approval of the layout of a group parking facility accessory to a commercial development (N 170197ZAR and N 170198ZAR). The applicant is also seeking a cross-access easement certification by the Chair of the City Planning Commission pursuant to ZR Section 36-592, that cross-access connections have been provided on the zoning lot pursuant to ZR Section 36-59 (N 170199ZCR). The certification is a ministerial action and is not subject to environmental review. Written comments on the DEIS are requested and would be received and considered by the Lead Agency until Monday, April 17, 2017.

This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 17DCP031R.

YVETTE V. GRUEL, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3370



CITY UNIVERSITY

■ PUBLIC HEARINGS

The CUNY Board of Trustees' Annual Queens Borough Hearing, will take place on Wednesday, April 19, 2017, at 5:00 P.M., Queens Borough Hall, Floor 2, at 120-55 Queens Boulevard, Kew Gardens, NY 11424.

☛ m27

COMMUNITY BOARDS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the following matters have been scheduled for public hearing by Community Board:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 14 - Wednesday, March 29, 2017, 7:15 P.M., Bayswater Jewish Center, 2355 Healy Avenue, Brooklyn, NY.

#C170246 HUQ

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD), Pursuant to Section 505 of Article 15 of the General Municipal (Urban Renewal) Law of New York State and Section 197-c of the New York City Charter, for the Downtown Far Rockaway Urban Renewal Plan, for the Downtown Far Rockaway Urban Renewal Area, Borough of Queens, Community District 14.

m23-29

BOARD OF CORRECTION

■ MEETING

The Board of Correction has rescheduled its March public meeting for March 30, 2017, at 9:30 A.M. The meeting will be located in the ground floor Auditorium, at 455 First Avenue (between 26th Street and 27th Street), New York, NY 10016. The Board will update its website with related documents, including the agenda.

m24-30

EQUAL EMPLOYMENT PRACTICES COMMISSION

■ MEETING

The next meeting of the Equal Employment Practices Commission, will be held in the Commission's Conference Room/Library, at 253 Broadway (Suite 602), on Thursday, March 30, 2017, at 9:15 A.M.

Accessibility questions: Mohini Ramsukh, (212) 615-8938, Mramsukh@eepc.nyc.gov, by: Tuesday, March 28, 2017, 5:00 P.M.



m22-30

HOUSING AUTHORITY

■ MEETING

The next Board Meeting of the New York City Housing Authority is scheduled for Wednesday, March 29, 2017, at 10:00 A.M., in the Board Room on the 12th Floor of 250 Broadway, New York, NY (unless otherwise noted). Copies of the Calendar are available on NYCHA's website, or can be picked up at the Office of the Corporate Secretary at 250 Broadway, 12th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes are also available on NYCHA's website, or can be picked up at the Office of the Corporate Secretary no earlier than 3:00 P.M. on the Thursday after the Board Meeting.

Any changes to the schedule will be posted here and on NYCHA's website at <http://www1.nyc.gov/site/nycha/about/board-calendar.page> to the extent practicable at a reasonable time before the meeting.

The meeting is open to the public. Pre-Registration at least 45 minutes before the scheduled Board Meeting is required by all speakers.

Comments are limited to the items on the Calendar. Speaking time will be limited to three minutes. The public comment period will conclude upon all speakers being heard or at the expiration of 30 minutes allotted by law for public comment, whichever occurs first.

Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Corporate Secretary by phone at (212) 306-6088 or by email at corporate.secretary@nycha.nyc.gov no later than five business days before the Board Meeting.

For additional information, please visit NYCHA's website or contact (212) 306-6088.

Accessibility questions: Office of the Corporate Secretary by phone at (212) 306-6088 or by email at corporate.secretary@nycha.nyc.gov, by: Wednesday, March 22, 2017, 5:00 P.M.



m15-29

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, April 4, 2017, a public hearing will be held, at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following properties and then followed by a public meeting. The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

244 Dean Street - Boerum Hill Historic District

LPC-19-6163 - Block 196 - Lot 33 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

A frame house built in 1857-58. Application is to construct a rear yard addition, excavate the rear yard and replace windows.

169 Columbia Heights - Brooklyn Heights Historic District

LPC-19-6868 - Block 234 - Lot 24 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A Beaux-Arts style hotel building built in 1903. Application is to construct a rooftop bulkhead.

418A Lewis Avenue - Bedford-Stuyvesant/Expanded Stuyvesant Heights Historic District

LPC-18-4647 - Block 1679 - Lot 37 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

A rowhouse built c. 1870-71 and later altered. Application is to alter the façade and entry and construct a rear addition.

191 Baltic Street - Cobble Hill Historic District

LPC-19-8040 - Block 306 - Lot 36 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A rowhouse built c. 1841. Application is to legalize the reconstruction of a portion of the rear façade without Landmarks Preservation Commission permit(s).

209 Broadway - Individual Landmark

LPC-19-09018 - Block 87 - Lot 1 - Zoning: C5-3

CERTIFICATE OF APPROPRIATENESS

A Georgian style church building and graveyard attributed to Thomas McBean and built in 1764-1766, with a porch added in 1767-1768, and a tower designed by James Crommelin Lawrence added in 1794. Application is to modify a fence and install a barrier-free access ramp.

440 West 14th Street - Gansevoort Market Historic District

LPC-19-6464 - Block 646 - Lot 18 - Zoning: M1-5

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style French flats building built in 1890, and a Queen Anne style French flats building built in 1887. Application is to legalize the installation of signage without Landmarks Preservation Commission permit(s).

38 West 10th Street - Greenwich Village Historic District

LPC-19-8768 - Block 573 - Lot 23 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

An altered Anglo-Italianate style rowhouse built in 1858. Application is to modify the front façade and rooftop and to install an areaway gate.

18 Bleecker Street - Noho East Historic District

LPC-19-09132 - Block 521 - Lot 43 - Zoning: C6-2

CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style school and rectory building designed by Silvio A. Minoli and built c. 1926-27. Application is to install signage, light fixtures, and a marquee.

699 Fifth Avenue - Individual Landmark

LPC-19-09023 - Block 1290 - Lot 7502 - **Zoning:** C5-3, C5-2.5

CERTIFICATE OF APPROPRIATENESS

A Beaux-Arts style hotel building designed by Trowbridge & Livingston and built in 1901-1904, with an extension designed by Sloan & Robertson and built in 1927. Application is to amend Certificate of Appropriateness 19-0847 and alter the Fifth Avenue façade, install storefront infill, awnings, signage, and display vitrines.

150 Riverside Drive - Riverside - West End Historic District

LPC-19-1266 - Block 1249 - Lot 1 - **Zoning:** 5D

CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance style apartment building designed by Maurice Deutsch and built in 1926-28. Application is to install a marquee and signage.

277 West End Avenue - West End - Collegiate Historic District

LPC-19-7895 - Block 1184 - Lot 19 - **Zoning:** R10A

CERTIFICATE OF APPROPRIATENESS

A Medieval Revival style apartment building designed by George & Edward Blum and built in 1925-26. Application is to establish a masterplan governing the future replacement of windows.

m22-a4

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, March 28, 2017, a public hearing will be held at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following properties and then followed by a public meeting. The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Any person requiring reasonable accommodation in order to participate in the hearing, or attend the meeting, should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

196 Guernsey Street - Greenpoint Historic District

196925 - Block 2595 - Lot 12 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse built c. 1865. Application is to modify window openings and replace windows.

55 Joralemon Street - Brooklyn Heights Historic District

197720 - Block 252 - Lot 48 - **Zoning:** R6-LH1

CERTIFICATE OF APPROPRIATENESS

A Greek Revival style rowhouse built in 1848. Application is to alter the parapet and install a cornice.

536 Halsey Street aka 524-540 Halsey Street - Bedford-Stuyvesant/Expanded Stuyvesant Heights Historic District

183361 - Block 1665 - Lot 33 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An altered Queen Anne style garage building, designed by Axel S. Hedman and built c. 1904, and a one-story utilitarian garage building built in the 20th century. Application is to demolish the one-story garage building and construct a new building, alter the front and rear facades of the three-story garage building, construct a rooftop addition, alter the front areaway, replace the sidewalk, and excavate at the rear.

207 MacDonough Street - Stuyvesant Heights Historic District

168705 - Block 1853 - Lot 46 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse built in 1872- 1873. Application is to legalize the installation of windows without Landmarks Preservation Commission permit(s).

600 2nd Street - Park Slope Historic District

197573 - Block 1079 - Lot 15 - **Zoning:**

CERTIFICATE OF APPROPRIATENESS

A rowhouse designed by Mann & MacNeille and built in 1910. Application is to modify window openings.

227 4th Avenue - Individual Landmark

198065 - Block 955 - Lot 1 - **Zoning:** R8-A/C2-4

CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance style bathhouse designed by Raymond F. Almiral and built in 1906-10. Application is to install signage.

126 St. Marks Avenue - Prospect Heights Historic District

195405 - Block 1150 - Lot 33 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse designed by Marshall J. Morrill and built c. 1881. Application is to alter the rear façade.

97 Barrow Street - Greenwich Village Historic District

192592 - Block 603 - Lot 60 - **Zoning:** C1-6

CERTIFICATE OF APPROPRIATENESS

A Greek Revival style house built in 1847, altered with Neo-Grec style details. Application is to construct a rooftop addition and replace windows.

75 Varick Street aka 73-93 Varick Street, 73-99 Watts Street, and 431-475 Canal Street - Individual Landmark

197367 - Block 226 - Lot 1 - **Zoning:** M1-6

CERTIFICATE OF APPROPRIATENESS

A modern-classical style manufacturing building designed by Ely Jacques Kahn and built in 1930. Application is to replace a window.

260-264 Mulberry Street - Individual Landmark

195668 - Block 509 - Lot 1 - **Zoning:** C6-2

CERTIFICATE OF APPROPRIATENESS

A Gothic Revival style cathedral designed by Joseph-François Mangin and built in 1809-1815, with a restoration designed by Henry Engelbert completed in 1868. Application is to install freestanding light fixtures.

575 Broadway - SoHo - Cast Iron Historic District

195454 - Block 512 - Lot 23 - **Zoning:** M1-5B

CERTIFICATE OF APPROPRIATENESS

A store building designed by Thomas Stent and built in 1881-82. Application is to install planters at the sidewalk.

147 Mercer Street - SoHo - Cast Iron Historic District

197358 - Block 513 - Lot 35 - **Zoning:** M1-5A

CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style store and office building designed by William Schickel & Co. and built in 1888. Application is to install planters on the sidewalk.

482 Broome Street - SoHo - Cast Iron Historic District

197453 - Block 486 - Lot 39 - **Zoning:** M1-5A

CERTIFICATE OF APPROPRIATENESS

A store building designed by John McIntyre and built in 1883-84. Application is to enlarge a rooftop bulkhead.

380 West Broadway - SoHo - Cast Iron Historic District Extension

198194 - Block 488 - Lot 32 - **Zoning:** M1-5A

CERTIFICATE OF APPROPRIATENESS

An Italianate style store and storehouse building designed by Edward H. Kendall and built in 1873-74. Application is to enlarge the elevator bulkhead and install a new door at the ground floor.

12 West 19th Street - Ladies' Mile Historic District

195592 - Block 820 - Lot 53 - **Zoning:** C6-4A

CERTIFICATE OF APPROPRIATENESS

An Italianate style dwelling built in 1859 and altered in 1910 for commercial use. Application is to alter the front façade, replace windows, and construct rooftop and rear additions.

160 Fifth Avenue - Ladies' Mile Historic District

184538 - Block 822 - Lot 39 - **Zoning:** C6-4M, C6-4A

CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance style office, store and loft building designed by Robert Henderson Robertson and built in 1891-92. Application is to install a barrier-free access ramp.

1158 Broadway - Madison Square North Historic District

197780 - Block 829 - Lot 30 - **Zoning:** M1-6

CERTIFICATE OF APPROPRIATENESS

A building originally built in 1880-80 and converted to an office building with a new façade in 1959. Application is to replace storefront infill, modify masonry openings, and install signage and awnings.

134 East 36th Street - Murray Hill Historic District

182167 - Block 891 - Lot 71 - **Zoning:** 8D

CERTIFICATE OF APPROPRIATENESS

A Second Empire style rowhouse built in 1863-64. Application is to install rooftop mechanical equipment.

m15-28

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945, commencing at 2:00 P.M. on Wednesday, April 5, 2017. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice), at 55 Water Street, 9th Floor South West, New York, NY 10041, or by calling (212) 839-6550.

#1 IN THE MATTER OF a proposed revocable consent authorizing 46 East 66th Street, LLC to construct, maintain and use a fenced-in planted area on the south sidewalk of East 66th Street, east of Madison Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2375**

From the Approval Date to the Expiration Date - \$25/per annum the maintenance of a security deposit in the sum of \$8,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#2 IN THE MATTER OF a proposed revocable consent authorizing Franco Food Corp. to maintain and use a fenced-in area on the north

sidewalk of Westchester Avenue, between Manor and Stratford Avenues, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2373**

- From the Date of Approval to June 30, 2017 - \$1,803/per annum
For the period July 1, 2017 to June 30, 2018 - \$1,843
For the period July 1, 2018 to June 30, 2019 - \$1,883
For the period July 1, 2019 to June 30, 2020 - \$1,923
For the period July 1, 2020 to June 30, 2021 - \$1,963
For the period July 1, 2021 to June 30, 2022 - \$2,003
For the period July 1, 2022 to June 30, 2023 - \$2,043
For the period July 1, 2023 to June 30, 2024 - \$2,083
For the period July 1, 2024 to June 30, 2025 - \$2,123
For the period July 1, 2025 to June 30, 2026 - \$2,163
For the period July 1, 2026 to June 30, 2027 - \$2,203

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#3 IN THE MATTER OF a proposed revocable consent authorizing Horatio Home LLC, to construct, maintain and use a stoop and a fenced-in area, together with steps, on the south sidewalk of Horatio Street, east of Hudson Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2377**

From the Approval Date to the Expiration Date - \$25/per annum

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#4 IN THE MATTER OF a proposed revocable consent authorizing KFG Operating I, LLC, to continue to maintain and use planted areas on the south sidewalk of Pacific Street, east of Hoyt Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1567**

For the period July 1, 2016 to June 30, 2017 - \$265/per annum

the maintenance of a security deposit in the sum of \$3,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#5 IN THE MATTER OF a proposed revocable consent authorizing Lloyd Realty LLC, to construct, maintain and use a stoop and a fenced-in area on the south sidewalk of West 77th Street, east of Riverside Drive, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2376**

From the Approval Date to the Expiration Date - \$25/per annum

the maintenance of a security deposit in the sum of \$7,500 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#6 IN THE MATTER OF a proposed revocable consent authorizing New York Methodist Hospital, to construct, maintain and use a conduit under and across 6th Street, between Seventh and Eighth Avenues, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2374**

- For the period July 1, 2017 to June 30, 2018 - \$3,445
For the period July 1, 2018 to June 30, 2019 - \$3,520
For the period July 1, 2019 to June 30, 2020 - \$3,595
For the period July 1, 2020 to June 30, 2021 - \$3,670
For the period July 1, 2021 to June 30, 2022 - \$3,745
For the period July 1, 2022 to June 30, 2023 - \$3,820
For the period July 1, 2023 to June 30, 2024 - \$3,895
For the period July 1, 2024 to June 30, 2025 - \$3,970
For the period July 1, 2025 to June 30, 2026 - \$4,045

the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#7 IN THE MATTER OF a proposed revocable consent authorizing Philip Seares and Joyce Seares, to maintain and use an existing fenced-in planted area on the north sidewalk of Pacific Street, east of Hoyt Street, and on the east sidewalk of Hoyt Street, north of Pacific Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2379**

From the Approval Date to the Expiration Date - \$781/per annum

the maintenance of a security deposit in the sum of \$5,000 and the

insurance shall be the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#8 IN THE MATTER OF a proposed revocable consent authorizing Shahoud Levy Sleman and Fortune Levy Sleman, to maintain and use existing fenced-in planted area and stoop on the west sidewalk of East 7th Street, between Avenue S and Avenue T, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2378**

From the Approval Date by the Mayor to June 30, 2017 - \$480/annum

- For the period July 1, 2017 to June 30, 2018 - \$487
For the period July 1, 2018 to June 30, 2019 - \$494
For the period July 1, 2019 to June 30, 2020 - \$501
For the period July 1, 2020 to June 30, 2021 - \$508
For the period July 1, 2021 to June 30, 2022 - \$515
For the period July 1, 2022 to June 30, 2023 - \$522
For the period July 1, 2023 to June 30, 2024 - \$529
For the period July 1, 2024 to June 30, 2025 - \$536
For the period July 1, 2025 to June 30, 2026 - \$546
For the period July 1, 2026 to June 30, 2027 - \$550

the maintenance of a security deposit in the sum of \$3,500 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#9 IN THE MATTER OF a proposed revocable consent authorizing Uncle Abies Deli on First Inc., to construct, maintain and use steps and ADA compliant lift on the south sidewalk of East 75th Street, east of First Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor. and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2372**

For the period from the approval date to June 30, 2027 - \$25/per annum

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

m16-a5

COURT NOTICES

SUPREME COURT

NEW YORK COUNTY

NOTICE

NEW YORK COUNTY
IA PART 17
NOTICE OF ACQUISITION
INDEX NUMBER 453233/2015
CONDEMNATION PROCEEDING

PLEASE TAKE NOTICE, that by order of the Supreme Court of the State of New York, County of New York, IA Part 17, (Hon. Shlomo S. Hagler, J.S.C.), duly entered in the office of the Clerk of the County of New York on March 2, 2017, the application of the City of New York to acquire certain real property, where not heretofore acquired for the same purpose, required for Stage 2 of the Fifteenth Amended Harlem-East Harlem Urban Renewal Plan (East 125th Street), was granted and that order authorized the City to file an acquisition map with the Office of the City Register. Said map, showing the property acquired by the City, was filed with the Office of the City Register on March 6, 2017. Title to the real property vested in the City of New York on March 6, 2017.

PLEASE TAKE FURTHER NOTICE, that the City has acquired the following parcels of real property:

Table with 3 columns: Damage Parcel, Block, Street bed Adjacent to Lot. Rows 1-4.

PLEASE TAKE FURTHER NOTICE, that pursuant to said Order and to §§ 503 and 504 of the Eminent Domain Procedure Law of the State of New York, each and every person interested in the real

property acquired in the above-referenced proceeding and having any claim or demand on account thereof shall have a period of one (1) year from the date of service of the Notice of Acquisition for this proceeding, to file a written claim with the Clerk of the Court of New York County, and to serve within the same time a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007. Pursuant to EDPL § 504, the claim shall include:

- a. the name and post office address of the condemnee;
- b. reasonable identification by reference to the acquisition map, or otherwise, of the property affected by the acquisition, and the condemnee's interest therein;
- c. a general statement of the nature and type of damages claimed, including a schedule of fixture items which comprise part or all of the damages claimed; and,
- d. if represented by an attorney, the name, address and telephone number of the condemnee's attorney.

Pursuant to EDPL § 503(C), in the event a claim is made for fixtures or for any interest other than the fee in the real property acquired, a copy of the claim, together with the schedule of fixture items, if applicable, shall also be served upon the fee owner of said real property.

PLEASE TAKE FURTHER NOTICE, that, pursuant to § 5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007 on or before March 6, 2019 (which is two (2) calendar years from the title vesting date).

Dated: New York, NY
March 13, 2017

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for the Condemnor,
100 Church Street,
New York, NY 10007
(212) 356-3529

m20-31

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

The City of New York in partnership with PropertyRoom.com posts vehicle and heavy machinery auctions online every week at: <https://www.propertyroom.com/s/nyc+fleet>

All auctions are open to the public and registration is free.

Vehicles can be viewed in person by appointment at: Kenben Industries Ltd., 1908 Shore Parkway, Brooklyn, NY 11214. Phone: (718) 802-0022

o11-m29

OFFICE OF CITYWIDE PROCUREMENT

■ NOTICE

The Department of Citywide Administrative Services, Office of Citywide Procurement is currently selling surplus assets on the internet. Visit <http://www.publicsurplus.com/sms/nycdcas.ny/browse/home>

To begin bidding, simply click on 'Register' on the home page.

There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more.

Public access to computer workstations and assistance with placing bids is available at the following locations:

- DCAS Central Storehouse, 66-26 Metropolitan Avenue, Middle Village, NY 11379
- DCAS, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007

j3-d29

POLICE

■ NOTICE

OWNERS ARE WANTED BY THE PROPERTY CLERK DIVISION OF THE NEW YORK CITY POLICE DEPARTMENT

The following listed property is in the custody of the Property Clerk Division without claimants:

Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.

Items are recovered, lost, abandoned property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves.

INQUIRIES

Inquiries relating to such property should be made in the Borough concerned, at the following office of the Property Clerk.

FOR MOTOR VEHICLES (All Boroughs):

- Springfield Gardens Auto Pound, 174-20 North Boundary Road, Queens, NY 11430, (718) 553-9555
- Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2030

FOR ALL OTHER PROPERTY

- Manhattan - 1 Police Plaza, New York, NY 10038, (646) 610-5906
- Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675
- Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806
- Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678
- Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484

j3-d29

PROCUREMENT

“Compete To Win” More Contracts!

Thanks to a new City initiative - “Compete To Win” - the NYC Department of Small Business Services offers a new set of FREE services to help create more opportunities for minority and women-owned businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

- Win More Contracts at nyc.gov/competetowin

“The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City’s prestige as a global destination. The contracting opportunities for construction/construction services and construction-related services that appear in the individual agency listings below reflect that commitment to excellence.”

HHS ACCELERATOR

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York (“PPB Rules”), vendors must first complete and submit an electronic prequalification application using the City’s Health and Human Services (HHS) Accelerator System. The HHS Accelerator System is a web-based system maintained by the City of New York for use by its human services Agencies to manage procurement. The process removes redundancy by capturing information about boards, filings, policies, and general

service experience centrally. As a result, specific proposals for funding are more focused on program design, scope, and budget.

Important information about the new method

- Prequalification applications are required every three years.
- Documents related to annual corporate filings must be submitted on an annual basis to remain eligible to compete.
- Prequalification applications will be reviewed to validate compliance with corporate filings, organizational capacity, and relevant service experience.
- Approved organizations will be eligible to compete and would submit electronic proposals through the system.

The Client and Community Service Catalog, which lists all Prequalification service categories and the NYC Procurement Roadmap, which lists all RFPs to be managed by HHS Accelerator may be viewed at <http://www.nyc.gov/html/hhsaccelerator/html/roadmap/roadmap.shtml>. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding.

Participating NYC Agencies

HHS Accelerator, led by the Office of the Mayor, is governed by an Executive Steering Committee of Agency Heads who represent the following NYC Agencies:

- Administration for Children’s Services (ACS)
- Department for the Aging (DFTA)
- Department of Consumer Affairs (DCA)
- Department of Corrections (DOC)
- Department of Health and Mental Hygiene (DOHMH)
- Department of Homeless Services (DHS)
- Department of Probation (DOP)
- Department of Small Business Services (SBS)
- Department of Youth and Community Development (DYCD)
- Housing and Preservation Department (HPD)
- Human Resources Administration (HRA)
- Office of the Criminal Justice Coordinator (CJC)

To sign up for training on the new system, and for additional information about HHS Accelerator, including background materials, user guides and video tutorials, please visit www.nyc.gov/hhsaccelerator

CAMPAIGN FINANCE BOARD

LEGAL

■ AWARD

Goods and Services

SPANISH TRANSLATION AND PROOFREADING OF VOTER GUIDES - Request for Proposals - PIN# 004201700005 - AMT: \$330,000.00 - TO: Montoro and Associates Editorial Services, LLC, 50 Harrison Street, Suite 202C, Hoboken, NJ 07030.

The New York City Campaign Finance Board (CFB), has selected Montoro and Associates Editorial Services, LLC, for Spanish translation and proofreading of Voter Guides and other English materials.

● **BENGLI TRANSLATION AND PROOFREADING OF VOTER GUIDES** - Request for Proposals - PIN# 004201700002 - AMT: \$375,000.00 - TO: Morningside Translations, Inc., 450 Seventh Avenue, Suite 1001, New York, NY 10123.

The New York City Campaign Finance Board (CFB) has selected Morningside Translations, Inc., for Bengali translation and proofreading of Voter Guides and other English materials.

☛ m27

CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PROCUREMENT

■ AWARD

Goods

STEAM PANS/LIDS, ROAST PANS (DOC) - Competitive Sealed Bids - PIN# 8571600458 - AMT: \$1,843,780.00 - TO: Sam Tell and Son Inc., 300 Smith Street, Farmingdale, NY 11735.

☛ m27

■ SOLICITATION

Goods

EXTERIOR EVENT STAGING PLATFORM - Competitive Sealed Bids - PIN# 8571700254 - Due 4-27-17 at 10:30 A.M.

● **PAPER, OFFSET** - Competitive Sealed Bids - PIN# 8571700196 - Due 4-27-17 at 10:30 A.M.

A copy of the bid can be downloaded from the City Record Online at www.nyc.gov/cityrecord. Enrollment is free. Vendor may also request the bid by contacting Vendor Relations, via email at dcasdmssbids@dcas.nyc.gov, by telephone at (212) 386-0044.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Citywide Administrative Services, 1 Centre Street, 18th Floor Bid Room, New York, NY 10007. Ereny Hanna (212) 386-0411; ehanna@dcas.nyc.gov

☛ m27

Goods and Services

NEWSPAPERS FOR DOC: ENGLISH AND SPANISH - Competitive Sealed Bids - PIN# 85717B0168 - Due 5-9-17 at 10:30 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Natalia Daysudov (212) 386-0429; ndaysudov@dcas.nyc.gov

Accessibility questions: EEO Officer, at (212) 386-0297, by: Tuesday, May 2, 2017, 10:30 A.M.



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DISTRICT ATTORNEY - NEW YORK COUNTY

■ INTENT TO AWARD

Services (other than human services)

DIGITAL EVIDENCE MANAGEMENT SYSTEM - Negotiated Acquisition - Other - PIN# 20170100013 - Due 4-10-17 at 5:00 P.M.

The New York County District Attorney’s Office (“DANY”) is interested in entering a Negotiated Acquisition with a nationally recognized New York State-Based 501 (c) (3), non-profit organization, with extensive experience providing technical assistance to and developing web applications with streaming video for New York State prosecutors, and/or law enforcement agencies for a two-year contract of approximately 1 million dollars, with an additional renewal option of one year. The contract term will begin in May 2017.

The services that will be provided will include developing a web browser based digital evidence management system that: is built upon open-source software; is secured by encryption; has two form factor login; transcodes video files to MP4 format; transcodes audio files to MP3 format; is capable of chain of custody logging with file hashing; allows bulk ingestion of files by drag and drop to an upload folder; allows bookmarking video and audio clips; allows internal sharing of files by sending a link; is hardware independent and accessible from a mobile device; extracts all metadata from files upon upload; restricts to files based upon user or workgroup; allow customizable data fields and sorting based upon data fields.

There is a limited number of vendors available and able to perform the work. Eligible organizations must possess:

- Non-profit 501(c) (3) status;
- A minimum of 10 years of experience working with District Attorney’s Offices throughout New York State;
- Prior experience working with DANY or other New York City District Attorney’s Offices and the New York City Police Department (NYPD);
- 5 plus years of experience developing web applications with streaming video for New York State prosecutors and/or law enforcement agencies;
- 5 plus years of experience working with online video;
- 10 plus years working on comprehensive organization platforms and case management systems for prosecutors and/or law enforcement agencies, and other content management systems for prosecutors and/or law enforcement agencies;
- Ability to provide Cloud storage for the first year of the agreement at no additional charge; and,
- The ability to scale up to offer a working system within 90 days and full implementation within 6 months of the contract start date.

Proposals must include all the elements in the attached Invitation for Proposals.

For questions regarding the Invitation for Proposals, email Executive Assistant District Attorney, David O’Keefe: okeefe@dany.nyc.gov and velozm@dany.nyc.gov

Any organization interested in this project, that can demonstrate that it meets the criteria above, may submit a proposal to BIDS RFPS@dany.nyc.gov, no later than April 10, 2017, by 5:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

District Attorney - New York County, One Hogan Place. David O'Keefe (212) 335-9315; okeefed@dany.nyc.gov

☛ m27

PURCHASING

■ INTENT TO AWARD

Services (other than human services)

CYBER RELATED TRAINING - Negotiated Acquisition - Other - PIN# 20170600013 - Due 4-5-17 at 9:00 A.M.

The New York County District Attorney's Office (DANY) is requesting proposals from qualified non-profit organizations to deliver a training curriculum in cyber-related areas for personnel holding diverse positions in the office. The trainings should be relevant to the work of law enforcement and include at a minimum computer forensics, data acquisition and analysis, methods of acquiring data from digital sources, and other topics pertaining to cyber and cyber-enabled criminal investigations. The contract term will be for a period of 18 months, beginning in May 2017, for approximately \$500,000.00; with the option for an 18 month renewal at DANY's discretion.

This series of trainings are sought for the benefit of DANY personnel to gain foundation in techniques pertaining to the extraction and analysis of digital evidence. The aim of this series is to assist our Office to (1) efficiently focus resources during investigations, (2) ensure our compliance with forensic standards, and (3) build institutional knowledge about cutting-edge technological and legal developments. Each course will be expected to seat at least 30 individuals.

The classes should consist of both lectures and hands-on training with the currently utilized, applicable hardware and software. The curriculum should be fully-developed and cover a range of topics related to computer hardware and operating systems, network investigations, and cellular investigations, among others. Classes should provide background and a theoretical basis in these subject areas, deliver instruction on relevant tools and techniques that can be utilized during the course of investigations, and allow students to gain experience utilizing the relevant tools, and techniques themselves. Material covered over the course of the trainings should be made available to students for access and reference afterwards.

Eligible organizations must:

- Have a minimum of 10 years of experience conducting trainings on digital forensics and other cybercrime-related topics, with successful training of over 50,000 students.
- Offer a developed curriculum of over 25 courses for selection on the above-described topics.
- Must allow the opportunity for DANY to select the desired curriculum from the available courses to best address DANY's needs.
- Courses must be regularly updated to account for new technological developments in the field.
- The course design must be tailored to law enforcement or prosecutorial application.
- Have extensive experience working with law enforcement, prosecutorial, and regulatory agencies throughout the United States.
- Possess mobile computer labs and other technology and equipment necessary to conduct hands-on trainings for classes of 30 students.
- Have instructors with experience conducting trainings in these subject areas and subject to evaluation.

There is a limited number of vendors available and able to perform the work.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

District Attorney - New York County, 1 Hogan Place, Room 760, New York, NY 11554. Lisa Tellason (212) 335-9823; tellasonl@dany.nyc.gov

☛ m27-31

EDUCATION

CONTRACTS AND PURCHASING

■ SOLICITATION

Goods and Services

SPORTS MEDICINE THERAPY SUPPLIES AND EQUIPMENT - Competitive Sealed Bids - PIN# Z3062040 - Due 4-3-17 at 4:00 P.M.

This is a requirements contract for furnishing and delivering Sports Medicine Therapy Supplies and Equipment, to New Dorp High school. Vendors must be able to supply this product within 15 days after receipt of order, to New Dorp High School under the jurisdiction of the Board of Education of the City of New York.

BID OPENING DATE and TIME: Tuesday, April 4, 2017, at 11:00 A.M., at 65 Court Street, Room 1201, Brooklyn, NY 11201.

The New York City Department of Education (DOE) strives to give all businesses, including Minority and Women-Owned Business Enterprises (MWBES), an equal opportunity to compete for DOE procurements. The DOE's mission is to provide equal access to procurement opportunities for all qualified vendors, including MWBEs, from all segments of the community. The DOE works to enhance the ability of MWBEs to compete for contracts. DOE is committed to ensuring that MWBEs fully participate in the procurement process.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Education, 65 Court Street, Room 1201, Brooklyn, NY 11201. Vendor Hotline (718) 935-2300; vendorhotline@schools.nyc.gov



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HOMELESS SERVICES

■ INTENT TO AWARD

Services (other than human services)

PROVIDE CITYWIDE SHELTER RENOVATION CONSTRUCTION MANAGEMENT - Negotiated Acquisition - Specifications cannot be made sufficiently definite - PIN# 07111P0008001N002 - Due 4-4-17 at 4:00 P.M.

DHS intends to enter into a Negotiated Acquisition Extension with PMS Construction Management Corporation, to continue to provide Citywide shelter renovation construction management services. The term of the contract will be from 1/1/2017 - 12/31/2017. Any vendor that believes it can provide these services for such procurement in the future, is invited to submit an expression of interest which must be received no later than April 4, 2017, by 4:00 P.M. Expression of interest should be sent to NYC Department of Social Services/HRA/DHS, Office of Contracts, 150 Greenwich Street, 37th Floor, New York, NY 10007; Attn: Huguette Beauport; email: beauport@hra.nyc.gov.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Homeless Services, 150 Greenwich Street, 37th Floor, New York, NY 10007. Huguette Beauport (929) 221-5534; Fax: (929) 221-0756; beauport@hra.nyc.gov

☛ m27

HOUSING AUTHORITY

SUPPLY MANAGEMENT

■ SOLICITATION

Goods and Services

SMD PREPARATION OF PETROLEUM REMEDIATION QUARTERLY REPORTS-VARIOUS NYCHA DEVELOPMENTS - Competitive Sealed Bids - PIN# 65167 - Due 4-11-17 at 10:00 A.M.

The New York City Housing Authority seeks the services of an accredited Firm, to draft and complete a comprehensive quarterly report for submission, by the Authority to the New York State Department of Environmental Conservation (DEC), concerning petroleum remediation activities at Twenty-Eight (28) sites, located

within the boroughs of Bronx, Brooklyn, Manhattan and Queens.

Interested firms are invited to obtain a copy on NYCHA's website. To conduct a search for the RFQ number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page>. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier, current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFQ PIN/solicitation number.

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each set of RFQ documents requested. Remit payment to NYCHA Finance Department, at 90 Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFQ package will be generated at the time of request.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Mimose Julien (212) 306-8141; Fax: (212) 306-5109; mimose.julien@nycha.nyc.gov

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INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

CONTRACTS AND PROCUREMENT

AWARD

Services (other than human services)

DOCUMENT CLASSIFICATION FOR HRO - Intergovernmental Purchase - Other - PIN# 8581700013001 - AMT: \$199,875.00 - TO: ImageWork Technologies Corporation, 170 Hamilton Avenue, Suite 301, White Plains, NY 10601.

Service Agreement for a document classification system, for the Mayor's Office of Housing Recovery Operations (HRO). The term of the Agreement is 3/20/2017 - 3/19/2018.

This procurement was competitively awarded to the company ImageWork Technologies Corporation, under the OGS Project Based Information Technology Consulting Services (PBITS) Contract.

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PARKS AND RECREATION

VENDOR LIST

Construction/Construction Services

PREQUALIFIED VENDOR LIST: GENERAL CONSTRUCTION - NON-COMPLEX GENERAL CONSTRUCTION SITE WORK ASSOCIATED WITH NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION ("DPR" AND/OR "PARKS") PARKS AND PLAYGROUNDS CONSTRUCTION AND RECONSTRUCTION PROJECTS

DPR is seeking to evaluate and pre-qualify a list of general contractors (a "PQL") exclusively to conduct non-complex general construction site work involving the construction and reconstruction of DPR parks and playgrounds projects not exceeding \$3 million per contract ("General Construction").

By establishing contractor's qualification and experience in advance, DPR will have a pool of competent contractors from which it can draw to promptly and effectively reconstruct and construction its parks, playgrounds, beaches, gardens and green-streets. DPR will select contractors from the General Construction PQL for non-complex general construction site work of up to \$3,000,000.00 per contract, through the use of a Competitive Sealed Bid solicited from the PQL generated from this RFQ.

The vendors selected for inclusion in the General Construction PQL will be invited to participate in the NYC Construction Mentorship. NYC Construction Mentorship focuses on increasing the use of small NYC contracts, and winning larger contracts with larger values. Firms participating in NYC Construction Mentorship will have the opportunity to take management classes and receive on-the-job

training provided by a construction management firm.

DPR will only consider applications for this General Construction PQL from contractors who meet any one of the following criteria:

- 1) The submitting entity must be a Certified Minority/Woman Business Enterprise (M/WBE)*;
- 2) The submitting entity must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the joint venture being a certified M/WBE*;
- 3) The submitting entity must indicate a commitment to sub-contract no less than 50 percent of any awarded job to a certified M/WBE for every work order awarded.

*Firms that are in the process of becoming a New York City-certified M/WBE, may submit a PQL application and submit a M/WBE Acknowledgement Letter, which states the Department of Small Business Services has begun the Certification process.

Application documents may also be obtained on-line at: <http://a856-internet.nyc.gov/nycvendronline/home.asap>; or <http://www.nycgovparks.org/opportunities/business>.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, Olmsted Center, Annex, Flushing Meadows-Corona Park, Flushing, NY 11368. Alicia H. Williams (718) 760-6925; Fax: (718) 760-6885; dmwbe.capital@parks.nyc.gov

j3-d29

POLICE

CONTRACT ADMINISTRATION

SOLICITATION

Services (other than human services)

AUTOMATIC TELLER MACHINE (ATM) VENDOR - Request for Proposals - PIN#0561600001052 - Due 5-2-17 at 2:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Police Department ("NYPD" or "the Department") is issuing, as of the date of this notice, a significant Request for Proposals ("RFP") for the Installation, Operation and Maintenance of an Automated Teller Machine Concession at various NYPD facilities Citywide for the use and convenience of NYPD members occupants and affiliates.

NYPD is seeking a concessionaire for a one (1) five year term with two (2) five year options to renew, exercisable at NYPD's sole discretion. No longer term will be considered. This concession will be operated pursuant to a license issued by NYPD; no leasehold or other proprietary right is offered.

There will be a recommended on-site proposal meeting on Tuesday, April 4, 2017 at 1:00 P.M. The meeting will be held at the NYPD Contract Administration Unit located at 90 Church Street, 12th Floor, Suite 1206, New York, N.Y. 10007. All visitors seeking to attend the meeting must possess a valid government issued identification card and invitation. Security clearance is required for entry into the building. Arrival at the scheduled time must be prompt. Visitors will be escorted to the designated meeting location. If you are considering responding to this RFP, please make every effort to attend this recommended meeting. Please RSVP via email no later than March 31, 2017 to Sheanni.Gunasekera@nypd.org.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Police, 90 Church Street, 12th Floor, Suite 1206, New York, NY 10007. Sheanni Gunasekera (646) 610-5221; Fax: (646) 610-5224; sheanni.gunasekera@nypd.org

Accessibility questions: Sheanni Gunasekera, Administrative Procurement Analyst, (646) 610-5221, Sheanni.Gunasekera@nypd.org, by: Friday, March 31, 2017, 1:00 P.M.



m20-31

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT SERVICES

■ SOLICITATION

Construction/Construction Services

WATER INFILTRATION/PAVED AREA/EXTERIOR MASONRY
 - Competitive Sealed Bids - PIN# SCA17-17032D-1 - Due 4-17-17 at 11:00 A.M.

School: PS 68 (Bronx)
 SCA system-generated category: (not to be interpreted as a "bid range") \$1,000,001 to \$4,000,000
 Pre-Bid Walk through date and time: April 4, 2017, at 11:00 A.M., at: 4011 Monticello Avenue, Bronx, NY 10466. Potential bidders are encouraged to attend but this walkthrough is not mandatory. Meet at the Custodian's Office.
 Bidders must be Pre-Qualified by the SCA at the time of the bid opening.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Ricardo Forde (718) 752-5288; Fax: (718) 472-0477; rforde@nycsca.org

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AGENCY RULES

ENVIRONMENTAL PROTECTION

■ NOTICE

Opportunity to Comment on Proposed Rules

What are we proposing? The Department of Environmental Protection (DEP) is proposing to amend the Air Code and Noise Code Penalty Schedules by replacing outdated citations to the rules of the Office of Administrative Trials & Hearings (OATH).

When and where is the hearing? DEP has determined, pursuant to New York City Charter Section 1043(e), that a public hearing on the proposed rule would serve no public purpose.

How do I comment on the proposed rules? Anyone can comment on the proposed rules by:

- **Website.** You can submit comments to the DEP through the NYC rules website at <http://rules.cityofnewyork.us>.
- **Email.** You can email written comments to nycrules@dep.nyc.gov.
- **Mail.** You can mail written comments to the DEP Bureau of Legal Affairs, 59-17 Junction Boulevard, 19th Floor, Flushing, NY 11373.
- **Fax.** You can fax written comments to the DEP Bureau of Legal Affairs, at (718) 595-6543.

Is there a deadline to submit written comments? Yes, you must submit written comments by April 28, 2017.

Can I review the comments made on the proposed rules? You can review the comments made online on the proposed rule by going to the website at <http://rules.cityofnewyork.us/>. Copies of the written comments will be available to the public at the Bureau of Legal Affairs.

What authorizes the department to make this rule? Section 1043 of the City Charter and Sections 24-178 and 24-105 and Sections 24-257 and 24-204 of the Administrative Code authorize the department to make this proposed rule. This proposed rule was not included in the department's regulatory agenda for this fiscal year.

Where can I find the department's rules? The department's rules are in Title 15 of the Rules of the City of New York.

What rules govern the rulemaking process? The department must meet the requirements of Section 1043 of the City Charter when creating or changing rules. This notice is made according to the requirements of Section 1043(b) of the City Charter.

Statement of Basis and Purpose of Proposed Rule

On August 7, 2016, OATH made changes to its rules, which are found at Title 48 of the Rules of the City of New York (RCNY). OATH has repealed the Air Code and Noise Code Penalty Schedules from its rules and these penalty schedules have been promulgated by DEP as 15 RCNY 43-01 *et seq.* (Air) and 15 RCNY 47-01 *et seq.* (Noise). When DEP promulgated these penalty schedules in its rules, outdated references to sections of OATH's rules were carried over. The proposed rules replace these outdated references.

Consistent with the above, DEP promulgates the following amendments, to be found at 15 RCNY Chapters 43 and 47.

The text of the Rule follows.

Section 1. Chapter 43 of Title 15 of the Rules of the City of New York is amended to read as follows:

§ 43-02 Air Code Penalty Schedule

When a respondent is found in violation of any of the following provisions of the New York City Administrative Code, Rules of the City of New York, or New York Codes, Rules and Regulations, any civil penalties [recommended] imposed by a Hearing Officer under 48 RCNY § [3-57(a)] 6-17(a) and/or any default penalties imposed under 48 RCNY § [3-81(a)] 6-20(b) in accordance with § 1049-a(d)(1) (d) of the Charter, and/or any civil penalties imposed for admissions of violation(s) under 48 RCNY § [3-32] 6-09(a) or late admissions under 48 RCNY § [3-81(b)] 3-17, will be imposed in accordance with the following penalty schedule:

Section 2. Chapter 47 of Title 15 of the Rules of the City of New York is amended to read as follows:

§47-01 General

Whenever a respondent is found in violation of any of the following provisions of the New York City Administrative Code or Rules of the City of New York, any civil penalties [recommended] imposed by a Hearing Officer pursuant to 48 RCNY §[3-57(a)] 6-17(a) and/or any default penalties imposed pursuant to 48 RCNY §[3-81(a)] 6-20(b) in accordance with §1049-a(d)(1)(d) of the New York City Charter and/or any civil penalties imposed for admissions of violation(s) pursuant to 48 RCNY §[3-32] 6-09(a) or late admissions pursuant to 48 RCNY §[3-81(b)] 3-17 will be imposed pursuant to the penalty schedules set forth below.

§47-02 Noise Code Penalty Schedule

All Citations are to the NYC Administrative Code unless otherwise indicated.

A stipulation penalty is imposed if there is a "Y" (Yes) in the Stipulation column in the Penalty Schedule rather than a "N" (No), and if a stipulation is offered and accepted at a hearing.

Definition of 2nd and/or 3rd and/or 4th offense: By the same respondent of the same provision of law, order, rule or regulation as the previous violation and, if the respondent is the owner, agent, lessee or other person in control of the premises with respect to which the violation occurred, at the same premises as the previous violation (all violations committed within two years).

Pursuant to 48 RCNY §[3-81(b)] 3-17, a late admit fee of \$30.00 will be added to all the below listed penalties for a failure to submit a payment by mail [, as per 48 RCNY §3-32,] within 30 days of the mailing date of the default order issued against respondent.

**NEW YORK CITY LAW DEPARTMENT
 DIVISION OF LEGAL COUNSEL
 100 CHURCH STREET
 NEW YORK, NY 10007
 (212) 356-4028**

**CERTIFICATION PURSUANT TO
 CHARTER §1043(d)**

RULE TITLE: Technical Amendments to Air Code and Noise Code Penalty Schedules

REFERENCE NUMBER: 2017 RG 024

RULEMAKING AGENCY: Department of Environmental Protection

I certify that this office has reviewed the above-referenced proposed rule as required by Section 1043(d) of the New York City Charter, and that the above-referenced proposed rule:

- (i) is drafted so as to accomplish the purpose of the authorizing provisions of law;
- (ii) is not in conflict with other applicable rules;
- (iii) to the extent practicable and appropriate, is narrowly drawn to achieve its stated purpose; and
- (iv) to the extent practicable and appropriate, contains a statement of basis and purpose that provides a clear explanation of the rule and the requirements imposed by the rule.

/s/ STEVEN GOULDEN
Acting Corporation Counsel

Date: March 17, 2017

NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS
253 BROADWAY, 10th FLOOR
NEW YORK, NY 10007
(212) 788-1400

CERTIFICATION/ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)

RULE TITLE: Technical Amendments to Air Code and Noise Code
Penalty Schedules
REFERENCE NUMBER: DEP-35
RULEMAKING AGENCY: Department of Environmental Protection

I certify that this office has analyzed the proposed rule referenced above as required by Section 1043(d) of the New York City Charter, and that the proposed rule referenced above:

- (i) Is understandable and written in plain language for the discrete regulated community or communities;
- (ii) Minimizes compliance costs for the discrete regulated community or communities consistent with achieving the stated purpose of the rule; and
- (iii) Does not provide a cure period because it does not establish a violation, modification of a violation, or modification of the penalties associated with a violation.

/s/ Francisco X. Navarro
Mayor's Office of Operations

March 17, 2017
Date

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COMPTROLLER

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/31/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
92	11514	15
74	11514	35
161	11529	12
82	11514	126
294	11533	2
275	11532	19
209	11530	26
357	11554	30

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

m17-30

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/20/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
8	11512	9

9	11512	10
34	11513	41
37	11513	37
63	11514	49
76	11514	33
126	11516	239
127	11516	238
130	11516	235

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

m24-a6

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/19/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
169	11529	20
181	11530	44
202	11530	16
222	11531	47
260D	11532	2
295	11533	4
333	11553	22
343	11554	8
353	11554	26

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

☛ m27-a7

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/9/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
157, 157A & 157B	11529	6
143A & 143B	11518	190
305	11545	12
412	11561	9
189, 189A & 189B	11530	1
17	11512	18
397	11559	1
123	11515	8

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

m14-27

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/19/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
372	11555	64

153	11519	121
49	11513	24
54	11513	19
101	11515	47
102	11515	46
227	11531	3
272	11532	16

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller
m23-a5

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 6/16/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
33	11513	42
35	11513	40
89	11514	19
94	11514	12
414	11561	15
374	11555	67
415	11561	17
336	11553	28

Acquired in the proceeding entitled PITKIN AVENUE FROM CROSS BAY BOULEVARD TO 97TH STREET, subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller
m20-31

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 3/30/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
72	11514	37
359	11554	33
279	11532	23
418	11561	20

Acquired in the proceeding entitled: PITKIN AVENUE CROSS BAY BOULEVARD TO 97TH STREET subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller
m16-29

OFFICE OF LABOR RELATIONS

■ NOTICE

The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: ROBERT W. LINN, COMMISSIONER
SUBJECT: EXECUTED CONTRACT: SANITATION WORKERS
TERM: SEPTEMBER 21, 2011 TO JANUARY 19, 2019

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: March 3, 2017

AGREEMENT entered into this 3 day of March 2017, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), for the period from September 21, 2011 to January 19, 2019.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing, NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION
Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of Employees of the Employer, wherever employed in the below listed title, and in any successor title(s) that may be certified by the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive bargaining representative.

SANITATION WORKER

Section 2.

(a) The terms "Employee" and "Employees" as used in this Agreement shall mean, except as otherwise used in Article IV, Sections 1 and 3, only those persons in the unit described in Section 1 of this Article who were and still are employed by the Employer under the title of Sanitation Worker on the date of the signing of the Waiver and Release required by Article XII of this Agreement. This shall include, but not be limited to, all Sanitation Workers assigned to the Permit Inspection Unit, Environmental Police Unit, Sanitation Police Unit, Medical Division, SWM Headquarters, SWM Export Contract Management Unit, SWM Fresh Kills Plant, SWM Staten Island Transfer Station, SWM MTS 59th Street, MTS North Shore, BCC Headquarters and the Division of Safety & Training.

ARTICLE II - DUES CHECKOFF

Section 1.

(a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" or any successor(s) thereto.

(b) Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

The Employer agrees to employ each of the Employees for the period of this Agreement for 261 (8 hour) working days per annum at the respective annual compensations set forth as follows:

(a) Sanitation Workers

Hired before January 1, 2006, shall be subject to the following six-step salary schedule:

(b) Annual salary adjustments as enumerated above, shall accrue from the date of appointment of each of the Employees, and shall be payable on the regular first pay period following annual anniversary date of such appointment.

(c) Sanitation Workers

Hired on or after January 1, 2006, shall be subject to the following six-step salary schedule:

Step	9/20/11	9/21/11	3/21/13	3/21/14	3/21/15	3/21/16	6/2/17	6/2/18
6th	\$69,339	\$70,032	\$70,732	\$71,439	\$72,153	\$73,235	\$75,066	\$77,318
5th	\$55,346	\$55,899	\$56,458	\$57,023	\$57,593	\$58,457	\$59,918	\$61,716
4th	\$49,741	\$50,238	\$50,740	\$51,247	\$51,759	\$52,535	\$53,848	\$55,463
3rd	\$47,369	\$47,843	\$48,321	\$48,804	\$49,292	\$50,031	\$51,282	\$52,820
2nd	\$45,114	\$45,565	\$46,021	\$46,481	\$46,946	\$47,650	\$48,841	\$50,306
1st	\$42,967	\$43,397	\$43,831	\$44,269	\$44,712	\$45,383	\$46,518	\$47,914

Section 2 Longevity

(a) Sanitation Workers who have completed 5, 10, 15, or 20 years of service, shall receive an annual longevity differential payment according to the following schedule:

Longevity Differential Payment

Step	9/20/11	9/21/11	3/21/13	3/21/14	3/21/15	3/21/16	6/2/17	6/2/18
Upon completion of 5 ½ Years (Basic)	\$69,339	\$70,032	\$70,732	\$71,439	\$72,153	\$73,235	\$75,066	\$77,318
Upon completion of 4 ½ Years	\$57,368	\$57,942	\$58,521	\$59,106	\$59,697	\$60,592	\$62,107	\$63,970
Upon completion of 3 ½ Years	\$44,995	\$45,445	\$45,899	\$46,358	\$46,822	\$47,524	\$48,712	\$50,173
Upon completion of 2 ½ Years	\$40,045	\$40,445	\$40,849	\$41,257	\$41,670	\$42,295	\$43,352	\$44,653
Upon completion of 1 ½ Years	\$37,458	\$37,833	\$38,211	\$38,593	\$38,979	\$39,564	\$40,553	\$41,770
Upon completion of 6 months	\$36,607	\$36,973	\$37,343	\$37,716	\$38,093	\$38,664	\$39,631	\$40,820
First 6 months of employment (annualized)	\$33,746	\$34,083	\$34,424	\$34,768	\$35,116	\$35,643	\$36,534	\$37,630

Years of Service	Effective 9/21/11	Effective 7/1/16
Five	\$1,495	\$1,595
Ten	\$2,395	\$2,495
Fifteen	\$3,295	\$3,395
Twenty	\$4,195	\$4,295

(b) These salary adjustments shall be computed as salary for pension purposes under the following conditions. The five and ten year steps are pensionable after 20 years of service and the 15 and 20 years steps are pensionable after 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, pursuant to the New York City Collective Bargaining Law, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

(c) Calculation of night shift differential payments shall be based upon the old longevity amount of \$200 after five years of service.

(d) ITHP and pension benefit calculations shall only include the amount of the annual longevity payment that is pensionable.

Section 3. Uniforms

(a) Uniform Allowance. Effective September 21, 2011, a per annum Uniform Allowance of \$900, shall continue to be provided pursuant to provisions of the appropriate certificate of the Director of Management and Budget.

Effective July 1, 2015, a per annum Uniform Allowance of \$1,000, shall continue to be provided pursuant to provisions of the appropriate certificate of the Director of Management and Budget.

(b) Dress Uniform. Bargaining unit employees, shall have the option to purchase a dress uniform to represent the Department, at certain ceremonial functions. Representatives of Labor and Management, shall meet and confer concerning all aspects of the uniform, and the Department, shall retain the right to issue policies and regulations related to the wearing of the dress uniform.

Section 4.

The Employer also agrees to compensate any of the Employees for the period of this Agreement, for services rendered and to be rendered, as follows:

(a) **Sunday Work** - to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall be likewise applicable to snow removal activities performed on Sundays.

Saturday Work - to be paid for at straight time (1x) for the first six (6) hours and thereafter at time and one-half (1-1/2x) for the next two (2) hours at the respective pro-rated daily rate.

Chart Day - work performed on chart days to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall not be applicable to snow removal activities performed on Chart Days.

(b) **Snow Removal Activities** - in accordance with the respective budget certificates relating thereto; it being understood that, should any of the Employees be required to report for legal emergencies, and/or snow work, on other than the Employee's regularly scheduled tours, the Employee, shall be guaranteed and paid a minimum of eight (8) hours pay at time and one-half (1-1/2x) the pro-rated daily rate if the Employee reports for such work.

(c) **Holiday Work** - in addition to the compensations referred to herein, the Employer hereby also agrees to provide additional payment to each Employee of one and one-half (1-1/2) day's pay for each eight (8) hour day actually worked by the Employee on the following holidays:

New Year's Day	Independence Day	Veterans Day
Martin Luther King, Jr.'s Birthday	Labor Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day	Christmas Day
Washington's Birthday	Election Day	
Memorial Day		

(d) **Night Differential** - in addition to all other compensations referred to herein, the Employer agrees to pay each affected Employee who is required actually to work a night shift, the sum not to exceed ten percent (10%) of the Employee's daily rate computed on the basis of the respective annual compensation set forth in Section 1 hereof. For these purposes, a night shift shall be any shift in which four (4), or more hours of the shift fall after 3:00 P.M., except, that work performed on snow removal for which additional compensation is provided in accordance with Section 4(b) above, and for which additional compensation is also provided in accordance with Sections 4(a) and 4(c)

above, and all other excused or unexcused absences with or without pay, shall be excluded from this provision.

Section 5. General Wage Increase

- (a) (i) Effective on September 21, 2011, Employees, shall receive a rate increase of 1.00%.
- (ii) Effective on March 21, 2013, Employees, shall receive an additional rate increase of 1.00%.
- (iii) Effective on March 21, 2014, Employees, shall receive an additional rate increase of 1.00%.
- (iv) Effective on March 21, 2015, Employees, shall receive an additional rate increase of 1.00%.
- (v) Effective on March 21, 2016, Employees, shall receive an additional rate increase of 1.50%.
- (vi) Effective on June 2, 2017, Employees, shall receive an additional rate increase of 2.50%.
- (vii) Effective on June 2, 2018, Employees, shall receive an additional rate increase of 3.00%.

(b) The increases provided for in Section 5(a) above, shall be calculated as follows:

- (i) the increases in Section 5a. (i), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on September 20, 2011.
- (ii) the increases in Section 5a. (ii), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2013.
- (iii) the increases in Section 5a. (iii), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2014.
- (iv) the increases in Section 5a. (iv), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2015.
- (v) the increases in Section 5a. (v), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 20, 2016.
- (vi) the increases in Section 5a. (vi), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on June 1, 2017.
- (vii) the increases in Section 5a. (vii), shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on June 1, 2018.

(c) The general increase provided in Section 5(a), shall be applied to the base rates and salary grades herein fixed for the applicable titles.

Section 6. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, shall be payable as soon as practicable upon ratification of this Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

ARTICLE IV - HEALTH AND WELFARE BENEFITS

Section 1.

(a) **Security Benefits Fund** - Effective September 21, 2011, the Employer agrees to continue to provide the annual amount of \$1,508, for each incumbent Employee, or the pro-rata share thereof for each Employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such Employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective September 21, 2011, the Employer agrees to continue to provide the annual amount of \$1,708 for each retiree, or the pro-rata share thereof all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel.

The payments as above indicated, shall be remitted by the Employer to the Uniformed Sanitationmen's Association Security Benefits Fund and Uniformed Sanitationmen's Association Administrative Fund, as applicable, subject to the said supplemental Agreement to be entered into between the Employer and the Union for the benefit of each Employee and further subject to periodic audit by the Comptroller of the City of New York.

(b) Effective September 21, 2011, Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Uniformed Sanitationmen's Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union, shall continue to be so covered, subject to the provisions of Section 1(a) hereof, on the same contributory basis as incumbent Employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.

(c) The Union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

Section 2.

As additional compensation to each Employee, the City shall, during the term of this Agreement, pay into the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) the following amounts per Employee for each working day for which such Employee is paid by the City, but not to exceed an aggregate of the per annum amount shown below per Employee, for the purpose of furnishing certain additional benefits to each Employee. The Compensation Accrual Fund shall be maintained in accordance with the provisions of a supplemental Agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel, and shall be subject to periodic audit by the Comptroller of the City of New York.

Effective Date	Daily Amount	New Portion	Total	Per Annum Amount
Adjusted by GWI				
8/21/2011	\$5.75	\$4.37	\$10.12	\$2,641.32
9/21/2011	\$5.75	\$4.41	\$10.16	\$2,651.76
8/21/2012	\$5.25	\$4.41	\$9.66	\$2,521.26
3/21/2013	\$5.25	\$4.45	\$9.70	\$2,531.70
3/21/2014	\$5.25	\$4.49	\$9.74	\$2,542.14
3/21/2015	\$5.25	\$4.53	\$9.78	\$2,552.58
3/21/2016	\$5.25	\$4.60	\$9.85	\$2,570.85
9/21/2016*	\$5.25	\$4.83	\$10.08	\$2,630.85
6/2/2017	\$5.25	\$4.95	\$10.20	\$2,662.20
6/2/2018	\$5.25	\$5.10	\$10.35	\$2,701.35

For employees with fifteen (15) or more years of service, only, in lieu of the above rates:

Effective Date	Daily Amount	New Portion	Total	Per Annum Amount
Adjusted by GWI				
8/21/2011	\$10.12	\$2.16	\$12.28	\$3,205.08
9/21/2011	\$10.16	\$2.18	\$12.34	\$3,220.74
8/21/2012	\$9.66	\$2.18	\$11.84	\$3,090.24
3/21/2013	\$9.70	\$2.20	\$11.90	\$3,105.90
3/21/2014	\$9.74	\$2.22	\$11.96	\$3,121.56
3/21/2015	\$9.78	\$2.24	\$12.02	\$3,137.22
3/21/2016	\$9.85	\$2.27	\$12.12	\$3,163.32
9/21/2016*	\$10.08	\$2.27	\$12.35	\$3,223.32
6/2/2017	\$10.20	\$2.33	\$12.53	\$3,270.33
6/2/2018	\$10.35	\$2.40	\$12.75	\$3,327.75

* \$60/year increase in the "new portion" that goes up with GWI

Section 3.

The City shall continue to provide a choice of health and hospitalization insurance plans for each Employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active Employees to exercise their choice among medical plans. The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this Agreement.

Section 4.

Retirees shall have the option of changing their previous choice of Health plans. This option shall be:

- (a) a one time choice;
- (b) shall be exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan, shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980, and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 5.

- (a) Effective July 1, 1983 and thereafter, the City's cost for each Employee, and each retiree under age 65, shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g., the Blue Cross/GHI-CBP payment for family coverage, shall be equal to the HIP/HMO payment for family coverage.
(b) If a replacement plan is offered to Employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 6(a) hereof, the City shall not bear the additional costs.
(c) The City shall continue to contribute on a City Employee benefits program-wide basis the additional annual amount of \$30 million to maintain the Health Insurance Stabilization Reserve Fund, which shall be used to continue equalization and protect the integrity of health insurance benefits.
(d) The Health Insurance Stabilization Reserve Fund, shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.
(e) The Health Insurance Stabilization Reserve Fund, shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Section 6. Health Care Flexible Spending Account

- (a) A flexible health care spending account, shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those Employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description, shall be eligible to participate in the account. Participating Employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an Employee.
(b) Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the Employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
(c) An administrative fee of \$1.00 per week for the first year, shall be charged for participation in the program. An Employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an Employee's account will not be refunded.

ARTICLE V - TIME AND LEAVE, DEATH BENEFITS

Section 1.

Sick leave and/or line-of-duty injury benefits, shall be granted to Employees in accordance with Chapter 551 of the Laws of 1962 (New York State).

Section 2.

For Employees Hired Prior to July 1, 1988

The Employer agrees to continue to grant to each Employee an annual vacation allowance of twenty-five (25) days. Effective January 1, 2016, employees after the tenth year of service, shall receive one (1) additional day of annual leave, or twenty-six (26) total. Effective January 1, 2017, employees after their fifteenth year of service, shall receive one more additional day of annual leave, or twenty-seven (27) total. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

For Employees Hired On or After July 1, 1988

Employees shall accrue an annual vacation allowance at a rate of eighteen (18) days in each of their first four (4) years of service, at a rate of twenty (20) days in their fifth year of service and at a rate of twenty-five (25) days in their sixth year of service. Effective January 1, 2016, employees after the tenth year of service, shall

receive one (1) additional day of annual leave, or twenty-six (26) total. Effective January 1, 2017, employees after their fifteenth year of service, shall receive one more additional day of annual leave, or twenty-seven (27) total. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

Section 3.

Employees shall be entitled to the following days off with pay:

Table listing holidays: New Year's Day, Independence Day, Veterans Day, Martin Luther King, Jr.'s Birthday, Labor Day, Thanksgiving Day, Lincoln's Birthday, Columbus Day, Christmas Day, Washington's Birthday, Election Day, Memorial Day.

In the event that another day is officially designated as the day of observance of any of the above-listed holidays, that day shall be considered the holiday for the purpose of this Section.

Section 4.

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or step-parent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 5.

In the event an Employee dies because of a line-of-duty injury received during the actual and proper performance of sanitation service and directly resulting from a characteristic hazard of such service, through no fault of his or her own, a payment of \$25,000, shall be made from funds other than those of the Retirement System in addition to any other payment which will be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 6.

If an Employee dies while employed by the Employer, his beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (i) All unused accrued leave up to a maximum of fifty-four (54) days' credit.
(ii) All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE VI - PERSONNEL AND PAY PRACTICES

Section 1. Hours

(a) The work-week shall consist of forty (40) hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

(b) The Employer shall promulgate a schedule of days off other than Sunday to be known as a chart system, and shall post such schedule in each work location. Such chart system shall continue to be based on a "25" week chart cycle in those work locations where the "30" week chart cycle was heretofore in effect. Such "25" week chart cycle shall provide each Sanitation Worker every fifth week a long week-end (3 days), or a short week-end (2 days). The City and the Union may mutually agree in writing to change, or modify the then existing chart system.

(c) In the event of an emergency caused by accident, fire, flood, riot or a potential danger to health, life or property, the Employees, when called, shall report to work, and shall be compensated at the premium rate as set forth in Article III hereof. The Employer shall inform the Union of the nature of the emergency and the reason for changing the normal starting time.

(d) In the event a change in the lunch period is deemed necessary, the Employee shall be notified at roll call except in case of a snow or other emergency requiring such change. An entry shall be made in the blotter noting the reasons for the change. Information relating to such changes, shall be made available to the Union upon request.

(e) The present practice for granted paid rest periods, and/or coffee breaks shall be continued. The first coffee break shall be for a period of fifteen (15) minutes, and it shall start two (2) hours after the beginning of the shift. The second coffee break shall be taken one and one half (1-1/2) hours after the lunch period is completed, and this

one shall be for a period of ten (10) minutes. In the event of overtime, another coffee break, or rest period of ten (10) minutes shall be taken one (1) hour after the start of the overtime period. During a normal work day (7:00 A.M. to 3:00 P.M.) the following is an example of the coffee break or rest period that will be taken:

1st period - 9:00 A.M. to 9:15 A.M.
 2nd period - 1:30 P.M. to 1:40 P.M.
 O/T period - 4:00 P.M. to 4:10 P.M.

(f) In the event a truck is replaced in the field for reasons other than a breakdown, an Employee assigned to such replacement truck will receive a ten (10) minute rest period. In the event the Employer institutes a general relay system whereby trucks are replaced in the field, this Subsection (f) may be reopened for negotiation.

(g) Each Employee shall be granted fifteen (15) minutes of paid time for the purpose of washing and changing immediately prior to the end of the shift.

(h) Special Summer Shifts may be established for the period starting with the second Monday in June of each year through the second Saturday in September of each year, conditions permitting, and the day shift, shall start at 6:00 A.M. for the work force on refuse collection and those cleaning functions as designated by the Employer.

(i) Sign out sheets shall be made available in ample time for the Employee to sign out prior to the end of the shift. However, no Employee is to leave the Employee's assigned work location prior to the end of the shift. The designated Shop Steward shall be the last person to leave the premises at the conclusion of the assigned shift.

(j) The regular shifts shall be as follows: 12:00 A.M. to 8:00 A.M.; 6:00 A.M. to 2:00 P.M.; 7:00 A.M. to 3:00 P.M.; 8:00 A.M. to 4:00 P.M.; 3:00 P.M. to 11:00 P.M.; 4:00 P.M. to 12:00 A.M.; 7:00 P.M. to 3:00 A.M.; night plow operations – 11:00 P.M. to 7:00 A.M. Other than regular shifts may be established from time to time in special situations as specifically approved by the Director of Operations. The Employer shall inform the Union of the nature of the new shift and the reasons for establishing such shift. Except in an emergency, no shift will overlap into a premium day. An emergency, for these purposes, shall be declared in writing by the Commissioner or the Commissioner's designee who shall be guided generally by the standards fixed by the Health Code and what constitutes an "Act of God." With respect to all night shifts, night picks will be conducted every six (6) months. A night shift, as that term is used in this Agreement, will be any shift in which four (4) or more hours worked by the Employee fall between the hours of 3:00 P.M. and 7:00 A.M.

(k) In accordance with existing practice, the Department will request a list of volunteers in each Sanitation District who would be willing to work on their chart days if the need arises. Available personnel shall be taken from the volunteer list.

Section 2. Premium Pay and Overtime

(a) Premium pay and overtime shall be paid in accordance with the terms and conditions and at the rates set forth in Article III hereof.

(b) Sunday, Chart and Holiday work shall be offered to the Employees on the basis of district seniority and each Employee shall be selected in turn according to the Employee's place in order of rotation previously agreed to by the Employer and the Union. Special Assignments will not be given priority. An exception to the foregoing rotational procedure is when an Employee would be required to work two consecutive shifts. An Employee requesting to be skipped when assigned to work Sundays, Charts or Holidays shall not be re-assigned for such work until the Employee's name is reached again in orderly sequence. There will be no waivers submitted to or accepted by the Employer for Sunday, Chart or Holiday work. When an Employee is transferred from one work location to another work location the Employee's name, shall be placed on the Sunday, Chart and Holiday lists in the Employee's proper seniority order immediately. When an Employee is detached for one (1) year or more, the Employee's name will be placed on the Sunday, Chart and Holiday lists, in the Employee's proper seniority order, at the location to which the Employee is detached. The Employee shall at all times work in accord with the needs of the location to which the Employee is detached.

(c) Overtime work shall be offered first on a seniority basis. In the event a sufficient number of Employees have not volunteered, then the Employer will order the required overtime on the basis of inverse seniority. When overtime is deemed necessary by the Employer, except in an emergency, the Employee shall be notified by the Employer by the end of the Employee's lunch period of the day on which the overtime is to be worked. These provisions are not applicable in times of snow emergency and other Acts of God.

(d) There shall be a "Special Emergency List" established in each Sanitation District. Such list shall be used on a priority basis for Employees called in during an emergency. There shall be no less than ten (10) Employees so assigned. Assignments to such a "Special Emergency List", shall be made annually during the month of November, in accordance with this Subsection (d). Such work

shall not affect an Employee's position on the regular Sunday and Holiday work rotation list. The Employee who signs for such "Special Emergency List" must call his work location during any snow alert. If the Employee is not at home during a snow alert and the Employer calls his home, whoever answers the call must contact the Employee. Discretion must be used when notifying whoever answers the phone in that a child may not be expected to notify her/his father/mother who is not at home. Messages left on an "answering machine", shall be considered sufficient notification. The Employee will not have the right to refuse to report to work. The provisions of this Subsection (d) shall apply only to those districts having a list of ten (10) or more Employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established Sunday and Holiday list for personnel for emergencies. However, the provisions of this Subsection (d) which pertain to call in and reporting when contacted during emergencies, shall apply to the regular list during such emergencies.

Section 3. Vacations

(a) The applicable provisions of the Department's General Order with respect to vacations as promulgated each year shall regulate vacations.

(b) In the event that a Sanitation Worker is hospitalized due to illness or injury while on vacation, the Chief Medical Examiner shall terminate the Sanitation Worker's vacation and place the Employee on sick leave. The Union may file a grievance at Step 5 of the Grievance Procedure, when claiming a violation of this Subsection (b), without resort to prior steps in the Grievance Procedure.

(c) After hospitalization, an Employee who is seriously disabled and submits proof of such disability satisfactory to the Department, which shall properly exercise its discretion therein, may have such leave time charged to sick leave and not to annual leave provided that the Employee's annual leave is not, under such circumstances, carried over to the next vacation year, except that upon good cause shown, the Commissioner may grant such extension.

Section 4. Seniority and Assignments

(a) (i) Seniority as used in this Section shall be the date of the most recent appointment to the title as set forth in Article I, Section 1 of this Agreement.

(ii) Seniority shall be applied as follows: in the Bureau of Cleaning and Collection: by district; in the Bureau of Waste Disposal: by work location, defined as the physical work location to which an Employee is permanently assigned.

(b) (i) Seniority as defined and applied in this Section, shall be the basis for temporary or permanent transfer; vacation period choice; or desired work shift.

(ii) Seniority as defined and applied in this Section, shall be the basis for permanent special assignments within the Bureau of Cleaning and Collection and transfer to the Bureau of Waste Disposal, except that the Employer reserves the right to establish:

- (1) Minimum qualifications for such assignments; and
- (2) a four-week training and evaluation period.

Shop Stewards, designated by the Union in Accordance with Article X, Section 1 (b) of this Agreement, shall be considered the most senior Employee in their respective work location in the Bureau of Cleaning and Collection and the Bureau of Waste Disposal, for purposes of this provision, for such period during which they retain such designation.

(iii) When it becomes necessary to assign any Employees to a location other than the Employee's regular work location, the assignment will be offered on a seniority basis. In the event a sufficient number of Employees have not volunteered, the Employer will order the required change on the basis of inverse seniority, the Shop Steward to exercise the right as the most senior Employee. The provisions of this Subsection (b)(iii), shall also apply to transfers between sections that are ordered prior to the beginning of the shift.

(iv) Out-of-Town work means work done out of zone. There will be four (4) hours of time in the book for the first day that such work is performed in each zone. In the event the instances of such work occur at times other than after holidays, more than occasionally, the Union will seek to negotiate similar compensation with the Commissioner. If that proves unsuccessful, the issue, shall be taken to binding arbitration. The parties recognize that this provision applies to employees assigned to the Lot Cleaning Unit, in the same manner as it has been applied to employees in collection.

(c) The following assignments in the Bureau of Cleaning and Collection, shall be deemed permanent special assignments for the purpose of this Article:

Large Wrecker	Mechanical Brooms
Garage Utility	EZ Pack
Hoist Fitted Chassis	Greaser
Gas and Oil Worker	Offal Truck
Roll-on/Roll-off	House Truck (Where a full time
Skid Steer (Bobcat)	house truck is approved by Chief
(effective 11/21/15)	of Staff)

Employees assigned to special equipment may be given other assignments by the Department when the special equipment is not available, or when the needs of the Department do not require the use of the above-listed special functions.

(d) The procedure for filling a permanent vacancy in an assignment enumerated in Subsection (c) of this Section shall be as follows:

(i) The District Superintendent in the District in which vacancy occurs, shall assign the senior qualified Employee requesting such duty.

(ii) If there are no volunteers for a special duty assignment, the District Superintendent shall assign the least senior qualified Employee.

(iii) A senior Employee, desiring such duty but deemed not qualified, shall be given a reasonable opportunity to acquire the skills required for the assignment. In the event a senior Employee desiring such duty is passed over because of failure to meet the minimum qualifications, the Employee and/or the Union may file a grievance in accordance with the applicable provisions of this Agreement.

(iv) Training will be offered to Employees seeking assignment to special equipment in accordance with the terms of this Agreement, and the needs of the Employer.

(e) The following rules shall apply to the filling of vacancies in the permanent special assignments enumerated in Subsection (c) of this Section:

(i) Temporary vacancies, due to Employees being sick, on compensation, on vacation, compensatory time off, on chart, etc. shall be filled by the Garage Shop Steward if the Steward elects to assume such temporary assignment. Should the Garage Shop Steward elect to fill such assignment, the Steward's starting time, whenever practicable, shall be the same as that of the majority of the Employees the Steward represents. In the event the Garage Shop Steward does not so elect, the temporary vacancy shall be filled by assignment by the District Superintendent, provided, however, that such selection shall not result in a more senior Employee being required to go on the night shift or out of location.

(ii) An Employee assigned to a permanent special assignment may request a transfer to any other such assignment. Such request shall be processed in accordance with Section 4(d) of this Article.

(iii) Employees newly transferred into a District, may not be assigned to a permanent special assignment for a period of one (1) year from the date of physical transfer.

(iv) An Employee assigned to a permanent special assignment may not be displaced by a senior Employee.

(v) Any other special assignment, now in force or to be created hereafter in a District, shall be filled in accordance with the provisions of this Section.

(f) The Department shall review and act upon requests for transfers no less frequently than every six (6) months.

Section 5. Health and Safety

(a) The Employer shall provide the following equipment, maintained at all times in good working order and in proper quantity: clean lavatory facilities; shower and wash basin facilities with hot and cold running water; heating facilities; proper ventilation; proper lighting and ample supplies of soap, other cleansers, paper towels, paper tissue and other clean-up materials.

The Employer and the Union shall conduct periodic inspection of all facilities which house Employees in order to insure that all such facilities are adequately maintained and provide sanitary working conditions. Where deficiencies are found and/or repair necessary, the Employer will take steps to make such repairs immediately. Since there is a large backlog of needed repairs, the Employer will proceed on a priority basis.

The Union reserves the right to challenge the Employer's priority list.

In the event it is beyond the Employer's capacity to make such repairs, the Employer, where possible, will seek additional funds to effectuate such repairs.

In the event that repairs cannot be made or funds to effectuate such repairs are not available, and the conditions at the location are such that they constitute a hazard to the life, health or safety of

Employees, the Employer will take immediate steps to transfer all Employees to a more suitable location.

In the event the Union holds the Employer to be in default of this Subsection (a), the Union shall present the issue to the arbitrator for decision within forty-eight (48) hours, without resort to the other steps of the Grievance Procedure.

(b) Two (2) qualified Sanitation Workers shall respond to any call for a large wrecker in cases involving arterial highways. One (1) of these will operate the wrecker to the scene, the other shall operate a back-up vehicle to the scene for safety purposes and then assist the wrecker operator. On all other calls where a back-up vehicle is not required one (1) Employee may respond to the call.

(c) The Employer shall maintain complete medical records on injured Employees.

(d) The Employer will endeavor to minimize and reduce accidents and injuries by maintaining its equipment and facilities in good working order. Each Employee shall make every effort to perform the duties in a safe and efficient manner commensurate with the requirements of the Employer. Complaints involving the safety of equipment or working conditions may be processed as grievances.

(e) All new employees shall be trained in CPR first aid as part of the initial training regimen.

Section 6. Rights of Employees

(a) When an Employee has completed the respective work shift, and has been notified of his or her assignment for the next work day, the Employee will not be called at home for any change out of his or her district. He or she may only be called when it involves reporting to a location within his or her own district, or when it involves change of shift. The above provisions shall not apply in the event of snow emergency or Act of God. The Employee will be responsible to report by roll call to the location within the district where he or she is scheduled to work.

(b) Whenever an Employee is called to the Main Office of the Department or called by any other agency of Government for interrogation, the Employee shall be notified of the right to counsel or union representation. Such Employee shall be given ample time to secure such representation, if the Employee so elects.

(c) The Employee when summoned to the Department shall be called whenever possible during ordinary working hours. In the event the proceedings in the Department go beyond the ordinary working hours, the Employee shall be paid time and one-half (1-1/2x) in accordance with the provisions of this Agreement.

(d) Following signout from any day shift, an Employee may be recalled if the night city superintendent has been contacted and a determination is made that the position must be filled.

Section 7.

Effective July 1, 1978, any Employee applying for either ordinary or line-of-duty disability retirement, shall begin to receive his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits the disability retirement application, provided that the time taken does not extend beyond the effective date of retirement.

Section 8. Interest

(a) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days after the execution of this Agreement or one-hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days following their earning or one-hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above, shall be payable only if the amount due to an individual Employee exceeds five dollars (\$5.00).

Section 9.

A laid-off Employee who has returned to service in the Employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the Employee had the Employee never been laid-off up to a maximum of two (2) years of general salary increases.

Section 10. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to Employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with the Union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation, shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section, shall be one-time, non-recurring cash payments subject to applicable pension law. An Employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE VII - REFUSE/RECYCLING COLLECTION

Section 1. Refuse Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish refuse collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the refuse collection route designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated refuse collection route. The implementation of this provision, shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of refuse exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 2. Recycling Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish recycling collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the recycling collection route, as designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated recycling collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of recycling exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 3. Impartial Chair/Appeal Procedure

Any Sanitation Worker who may not receive the "1980 Two Worker Truck differential" pursuant to this Article, shall have the right to appeal the Employer's determination to a Tripartite Dispute Resolution Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker. The Tripartite Dispute Resolution Panel, shall be made up of a representative designated by the Employer, a representative designated by the Union and an Impartial Chair selected by the parties' two representatives. The standards governing the determination of the panel, shall include those set forth in the Kelly Impasse Award referenced in the "Two Worker Truck Agreement" attached hereto and made a part hereof. A claim by the Sanitation Worker that the design or length of the refuse/recycling collection route prevented the Sanitation Worker from completing the collection route shall not constitute good cause. The decision of the Tripartite Dispute Resolution Panel shall be final and binding and not subject to any further appeal.

ARTICLE VIII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management, and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support the following Labor-Management committees.

There shall be one general Labor-Management Committee to consider and recommend to the Commissioner changes in working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure, shall not be appropriate items for consideration by the Labor-Management Committee. This Labor-Management Committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union's three (3) members, shall be the Union President, the Union Vice President and one other executive board member. The Department's three (3) members, shall be the Commissioner, the First Deputy Commissioner and one other deputy commissioner. Vacancies shall be filled by the appointing party for the balance of the term served. Each member may designate one (1) alternate. The Committee shall select a chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Department and the members designated by the Union. The Committee shall make its recommendations to the Commissioner and the Union in writing. This Committee shall meet at the call of either the Union or the Employer at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting, shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

There shall be separate Labor-Management committees established to review the following issues:

Section 2. Trial Room

(a) A Labor-Management Committee shall be established to study the current trial room. This committee shall complete its work within ninety (90) days of the execution of this Agreement.

(b) The committee defined in 2(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall set forth its recommendations to the Union and the Employer at the conclusion of the ninety (90) day period.

Section 3. Gainsharing/Productivity

(a) A Labor-Management committee shall be established to discuss the feasibility of programs to improve the efficiency with which services are delivered by the Department. These discussions shall include, among other things, the feasibility of establishing Department Employee incentive programs such as the sharing of savings between the City, as employer, and its Employees, as represented by the Union, realized by programs involving intensified efficiency, the application of new technology or methods of cleaning, collection and disposal, the intensified utilization of equipment, the improvement of routings and scheduling and attrition of staff, without reduction of services.

(b) The committee defined in 3(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 4. Recycling Program

(a) A Labor-Management committee shall be established to study various aspects of the City's recycling program, including the utilization of new technologies and equipment.

(b) The committee defined in 4(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 5. Special Labor/Management Committee on Productivity

(a) The parties agree to discuss and review the existing productivity programs. This shall include in the collection program the impact of the current level of refuse and recycling, and the impact of an organic waste program. This review may result in increasing, maintaining or decreasing the number and allocation of trucks; and/or the development of associated productivity targets or a single district target.

(b) The review of the existing "dumping on shift" program will include a discussion of the gainsharing allocation and the possible expansion of the program.

ARTICLE IX - PRODUCTIVITY PROGRAMS

New productivity programs have been instituted by the Employer which involve the Union's input and cooperation. In the event the Employer may consider other alternatives of service delivery, including managed competition, such consideration may include a review of the Department's cost effectiveness and work performed by private carters in New York City and other municipalities.

ARTICLE X - GRIEVANCES

Section 1. Grievance Representation

(a) Any grievance of any Employees within the bargaining unit, shall be processed and presented solely by the duly designated representatives of the Union.

To meet with, aid or encourage any non-certified minority organization and/or group representing Employees in the civil service title of Sanitation Worker for purposes of collective bargaining or processing of grievances, shall be regarded as an infringement of this Agreement.

(b) One (1) Shop Steward shall be duly designated by the Union for the following work shifts and job locations:

- (i) Bureau of Cleaning and Collection: Days - One (1) Steward for each section, garage, and any other field location.
Nights - One (1) Steward for each district.
- (ii) Bureau of Waste Disposal: One (1) Steward for each shift at each field location.

(c) An agreed number of Borough Grievance Representatives duly designated by the Union shall have the right, without loss of pay, to investigate grievances in the bargaining unit, within their prescribed borough, and to process these grievances in all levels from the officer in charge of the given job location to the Borough Superintendent's level in the Bureau of Cleaning and Collection, or the Division Head level in the Bureau of Waste Disposal.

The Union Borough Grievance Representatives, while engaged in duties as the Union's Representative, shall when reporting to a job location, sign the prescribed time sheet and shall keep a daily record of time spent and location visited.

Section 2. Grievance Procedure

(a) The term "grievance" shall mean a dispute concerning the application or interpretation of the terms and provisions of this Agreement or of the terms of a personnel order of the Mayor.

(b) The grievance procedure shall be as follows:

Step 1. - The Shop Steward and the grievant shall have the right to present the grievance to the supervisor in charge of the location either before Roll Call or at the end of the lunch period of that shift. Roll Call shall not be delayed or interrupted because of the presentation of grievances. The Shop Steward shall have the right to avail himself of the services of the Borough Grievance Representative of the Union or any duly designated officer of the Union for the purpose of processing the grievance. The grievance must be presented within one hundred twenty (120) days after the grievance was discovered or reasonably should have been discovered.

Step 2. - If a grievance remains unresolved at the job location (Step 1) for three (3) working days after its presentation, the Union representative shall have the right to present the matter in dispute to the appropriate Department representative at the Borough level in the Bureau of Cleaning and Collection, or the Division level in the Bureau of Waste Disposal. Such presentation must take place within five (5) working days after the grievance was first presented in the job location.

Step 3. - If a grievance remains unresolved at the Borough level (Step 2) in the Bureau of Cleaning and Collection or the Division level (Step 2) in the Bureau of Waste Disposal within three (3) working days after its presentation, the duly designated officers and/or staff of the Union shall have the right to present the unresolved grievance to the respective Bureau head involved.

Step 4. - If a grievance has not been resolved within three (3) working days after its presentation to the Bureau head (Step 3), the duly designated officers, and/or staff of the Union shall have the right to process the grievance with the Director of Operations or the Director's duly designated representative.

Step 5. - If the grievance has not been resolved at Step 4 within five (5) working days after its presentation, the President of the Union, and/or the President's duly designated representative shall have the right to process the grievance with the Commissioner of Department of Sanitation and/or the Commissioner's duly designated representative.

Step 6. - In the event the grievance remains unresolved within fifteen (15) working days after all the steps in the procedure stipulated above have been executed the Union shall have the sole right to invoke arbitration. The arbitration shall be conducted consistent with the procedures developed by the parties under applicable law. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The decision or award of the arbitration shall be final and binding in accord with applicable law. As a condition to the right of the Union to invoke impartial arbitration as set forth in this Article, the Employee or Employees, and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the rights, if any, of the Employee or Employees and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(c) Any grievance of a general nature affecting a group of several or more Employees shall be filed at the option of the President of the Union at Step 5 of the grievance procedure without resort to previous

grievance steps.

(d) The City shall have the same right and the same obligation as the Union to bring to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. It is expressly understood that, notwithstanding any provision to the contrary in this Article, the City and the Union shall have identical rights and obligations with respect to arbitration.

(e) If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Union may invoke the next step of the procedure and only the Union may invoke impartial arbitration under Step 6.

(f) The Employer shall notify the Union in writing of all grievances filed by the Employees, all grievance hearings and all grievance determinations. The Union shall have the right to have a representative present at each step of the grievance procedure, and shall be given forty-eight (48) hours advance notice of all grievance hearings.

(g) Each of the steps in the grievance procedure, as well as time limits prescribed at each step thereof, may be waived by mutual agreement of the parties.

(h) The grievance and arbitration procedure contained in this Agreement, shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. The sole remedy for alleged violations of this Agreement, shall be a grievance pursuant to this Article. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

(i) In the event an officer in a job location seeks to suspend a Sanitation Worker summarily, the officer cannot do so of his own accord. He must refer the recommendation to the Officer-in-charge of the Borough Office. That Officer must then try to resolve the dispute with both parties - the officer recommending the suspension and the Sanitation Worker, together with the Union representative - before ordering the suspension. The only exception to the foregoing is when there is an immediate threat of life, limb or property or an imminent violation of civil or criminal law.

ARTICLE XI - NO STRIKES

Neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - APPLICATION OF CONTRACT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted thereunder, shall be applicable as of the effective date of this Agreement to each Employee who was and still is employed by the Employer in the title of Sanitation Worker on the date of the signing of the Waiver and Release required by this Agreement and who executes the following instruments and complies with the provisions of such instruments:

- (a) A Waiver of any rights such Employee may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's Office for such purposes (see: Appendix "A"); and
- (b) A Release to the City of New York in the form now used by the City for such purposes (see: Appendix "B").

ARTICLE XIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are modified by and subject to any applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE - XIV APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned, shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XV - SAVINGS CLAUSE

Section 1.

In the event that any provisions of this Agreement are found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions thereof.

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

ARTICLE XVI - CAPTIONS

Captions and Table of Contents are included for purposes of indexing.

WHEREFORE, we have hereunto set our hands and seals this 3 day of March 2017.

CITY OF NEW YORK
 UNIFORMED SANITATIONMEN'S ASSOCIATION, LOCAL 831,
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY: /s/
 ROBERT W. LINN
 Commissioner of
 Labor Relations

BY: /s/
 HARRY NESPOLI
 President

APPROVED AS TO FORM:

BY: /s/
 ERIC EICHENHOLZ
 ACTING CORPORATION COUNSEL

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD

BY:

UNIT: Sanitation Worker

TERM: September 21, 2011 through January 19, 2019

AGREEMENT made this 3 day of March 2017, by and between the
 Uniformed Sanitationmen's Association, Local 831, IBT and the City of
 New York for the period September 21, 2011 to January 19, 2019.

WHEREAS, it is the desire and intent of the parties to continue
 the two-worker collection program.

NOW, THEREFORE, it is agreed as follows:

1. That the following shift differentials shall be paid by shift per individual for the operation of collection vehicles manned by two workers:

Effective Date

	<u>9/20/11</u>	<u>9/21/11</u>	<u>3/21/13</u>	<u>3/21/14</u>	<u>3/21/15</u>	<u>3/21/16</u>	<u>6/2/17</u>	<u>6/2/18</u>
A. Side loading collection vehicles when engaged in regular collection functions	\$37.63	\$38.01	\$38.39	\$38.77	\$39.16	\$39.75	\$40.74	\$41.96
B. Rear loading "20 yd ³ " collection vehicles when engaged in in side loading collection districts.	\$37.63	\$38.01	\$38.39	\$38.77	\$39.16	\$39.75	\$40.74	\$41.96
C. Rear loading "20 yd ³ " collection vehicles when engaged in regular collection operations	\$37.63	\$38.01	\$38.39	\$38.77	\$39.16	\$39.75	\$40.74	\$41.96
D. Rear loading "25 yd ³ " collection vehicles when engaged in regular collection operations.	\$45.18	\$45.63	\$46.09	\$46.55	\$47.02	\$47.73	\$48.92	\$50.39
E. Cut down" collection vehicles engaged in bulk collection; Rear loading vehicles assigned to "basket" collection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. "EZ Pack" collection vehicles, when engaged in paper/cardboard and metal/glass/ plastic recycling operations.	\$25.56	\$25.82	\$26.08	\$26.34	\$26.60	\$27.00	\$27.68	\$28.51
G. "Route Extension" Differential under previous contract	\$13.23	\$13.36	\$13.49	\$13.62	\$13.76	\$13.97	\$14.32	\$14.75

2. That the collection shift differential be paid on those shifts a Sanitation Worker actually performs collection functions on a collection vehicle manned by two workers which excludes payment for such days not worked as holidays, annual leave, sick and terminal leave.

Further, it is agreed that the foregoing standard shall be implemented in accordance with the "Agreed Upon Productivity Standard" described in the Memorandum of Robert Shrank to Bruce McIver and Jack Bigel dated June 30, 1981. Consistent with current policy the standards will be established for the Districts and may be reviewed by the parties at regular quarterly intervals after the implementation of the program in the District.

3. That, effective March 1, 1992, collection shift differential earned in the previous year, shall be pensionable and shall be treated for pension purposes in the same manner as the night shift differential. Deductions for pension contributions will be made on all shift differential payments.

4. That from the date of implementation of this agreement through January 19, 2019, the collection shift differential, shall be included in the rate for all purposes (except as otherwise provided in paragraphs 2, 3(a) and 3(b) above) and, as of July 1, 1982, shall be increased by any general wage increases negotiated on or after that date.

5. That the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980, except as modified in the 1991-95 collective bargaining agreement, shall continue and shall hear and decide any and all disputes arising out of the implementation of this two-worker sanitation collection vehicle program.

6. The City will continue to utilize its best efforts to maintain the sanitation cleaning and collection workforces so that adequate levels of service can be provided. The City recognizes that the workforce engaged in collection will be at a reduced level after full implementation of current productivity programs. The City within the context of its fiscal condition will seek to maintain an adequate workforce for purposes of cleaning and collection. The City will meet and discuss with the Uniformed Sanitationmen's Association when the net uniform attrition of Employees engaged in cleaning and collection in the Sanitation Department is anticipated to be more than the Citywide average in any fiscal year. Such discussions will include an explanation of the reasons for such action, an examination of the

workload impact on the remaining uniform workforce, and possible alternative actions. Furthermore, there will be no layoffs at any time as a result of implementation of the extension of the two-worker truck program to the entire department.

Further, it is the understanding of the parties that while the foregoing paragraph on Workforce indicates the City's intent regarding cleaning and collection, it does not give rise to any rights or liabilities that are not already contained in contract or law.

7. In converting each District to two-worker operation the Department has used equipment of the same type as that used previously. The Department has, however, reserved the right to deploy trucks of different types in circumstances such as holiday weeks, snow and the like. In the event the Department seeks to deploy trucks of different type in other circumstances and cannot obtain the consent of the District Labor-Management Committee, the issue shall be presented for expeditious resolution by the Tripartite Committee. The parties understand and agree that the foregoing shall not limit the Department in the deployment of bulk and alley trucks with two men and with the payment of a differential equal to that applicable to the side loading vehicle.

8. That there shall be established a joint health committee that shall call upon a mutually agreed upon industrial health specialist to examine and report on health and safety issues relating to the two-worker operation of sanitation collection vehicles.

9. The parties shall continue to operate Labor-Management committees at the district level to deal with implementation of the extension of this two-worker collection program. Furthermore, the parties shall continue to utilize the contractual Labor-Management forum to pursue other productivity measures which may be applicable to other areas of the Department.

10. An equipment committee shall be established to assist in the Department's purchase or modification of collection vehicles. This committee shall include an equal number of representatives from the Department and the Union, and such other individuals as shall be mutually agreed upon.

11. This agreement shall constitute part of the collective bargaining agreement entered into between the parties for all purposes.

Dated: March 3, 2017 New York, NY

CITY OF NEW YORK, UNIFORMED
SANITATIONMEN'S ASSOCIATION,

/s/
By: Robert W. Linn

/s/
By: Harry Nespoli

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This is to confirm that the City of New York, as employer of the bargaining unit Sanitation Workers (the "Employer"), agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Uniformed Sanitationmen's Association, Local 831, IBT (the "Union") and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
/s/
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the legislation enacted providing Tiers Two and Four Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), with half pay pension after twenty (20) years of service and the right to vest after fifteen (15) years of service.

Said Sanitation Workers shall be required to make additional pension contributions in the amount of 5.35%, effective July 1, 1992. These additional amounts shall not be subject to social security offset or loans.

There shall also be an additional employee contribution of .55% of payroll to fund the increased cost of health insurance and welfare fund coverage for this new category of retirees. These amounts shall be paid into a separate fund maintained for this purpose.

In no event shall the enabling legislation result in a variation of the agreement between the City and the Uniformed Sanitationmen's Association.

In the event that any provision of the enabling legislation once enacted into law, shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease nunc pro tunc and the parties, shall be required to negotiate a new agreement.

It is further agreed and understood that this legislation shall also apply to Uniformed Sanitation employees outside the bargaining unit.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
/s/
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

February 26, 2016

Harry Nespoli
President
Uniformed Sanitationmen's Association
International Brotherhood of Teamsters,
Local 831
25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This letter is to memorialize what was discussed at the February 11, 2011 meeting with respect to the Work Experience Program ("WEP") participants at the City of New York, Department of Sanitation ("DSNY").

The City of New York shall convert all full-time equivalent (FTE) WEP positions at DSNY (currently 250 FTEs) to the title of Job Training Participant (Per Diem) ("JTP"), Title Code No. 80633, pursuant to the side letter agreement with District Council 37, dated February 16, 2016.

No more than the 250 FTE WEP positions will be converted to JTP positions, and there will be no change in job assignments and duties for these employees. DSNY will operate the program in accordance with its current structure.

Very truly yours,

/s/

Robert W. Linn

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Study of Feasibility of DSNY Performing
Commercial Refuse Removal In Residential Buildings

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement that the City and the Union will study the feasibility of the Department of Sanitation's performing commercial refuse removal functions in residential buildings.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

/s/

James F. Hanley

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
/s/
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT

23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

The Uniformed Sanitationmen’s Association, Local 831, IBT (“the Union”) and the City of New York (“the City”) (together, the “Parties”) mutually understand and agree that the general wage increases, the new supplemental payments to the Uniformed Sanitationmen’s Association Compensation Accrual Fund, and the new productivity differentials are funded, in part, through savings to be achieved through increased productivity and other cost-savings mechanisms including the new salary schedule for new hires.

The Parties mutually agree that should the productivity initiatives set forth in the new 10.7 tons refuse and 6.2 tons recycling Tons Per Truck Shift Program and/or the Dumping-on-Shift Program and/or the One-Worker Roll-on/Roll-off Program fail to achieve the savings agreed upon herein to fund the 1.3% wage increases in this and subsequent collective bargaining agreements, the Parties agree to meet and confer to evaluate whether or not operational changes may be made to facilitate achieving the agreed-upon savings. Should such savings not be able to be realized, the Parties agree to consider new or alternative funding mechanisms to address any shortfall(s) in projected savings. In the event that the parties are unable to agree, the matter shall be submitted to the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980 (the “Tripartite Panel”) for resolution.

The Parties agree that the program will be reviewed periodically after implementation and thereafter excluding the four (4) month break-in period. The Parties will meet to discuss changes in productivity standards and/or shift differentials or other forms of compensation, if the agreed upon standards are exceeded or are not met. Any disagreements, not otherwise precluded by the parties’ collective bargaining agreement and/or by prior decision or law, will be determined by the Tripartite Panel.

Refuse and Recycling Targets

In accordance with Section 9 of the Two-Worker Truck Agreement, the Parties have mutually agreed to have the Citywide and local district labor management committees recalibrate the Citywide target average tons per truck shift in the refuse collection and recycling programs to 10.7 tons per truck shift for refuse collection and to 6.2 tons per truck shift for recycling collection, respectively.

Individual district goals will be established for each program after the Sanitation Department (the “Department”) and the Union, through the Citywide and district labor management committees, reach agreement on the individual district goals.

The Citywide target may be more (or less) than the 10.7 refuse / 6.2 recycling tons per truck shift subject to the agreement of the Parties, and the number of truck shifts, shall be adjusted accordingly.

The Parties agree to eliminate the 4.8, 5.4 and 7.2 targets for recycling and the 10.6 target for refuse. The Parties recognize that there are now two components of the collection productivity differentials, one for the underlying “two-worker truck” program as indicated in the Two-Worker Truck Agreement Paragraphs 1.A. through F), and one for the new 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collection targets that combines the payment provided under Paragraph G. with the supplemental payment to the Uniformed Sanitationmen’s Association Compensation Accrual Fund. It is therefore possible for a Sanitation Worker to receive neither component, only the “two-worker truck” component, or both the “two-worker truck” component and the new 10.7/6.2 “combined” component.

The docking trigger for the 10.7/6.2 combined component is 10.7/6.2, and the docking trigger for the “two-worker truck” component, is 10.1/6.0.

The 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collections, as well as the 45.6% of trucks dumped on shift, are the agreed upon targets to be reached for the new tons per truck shift and dumping-on-shift programs.

It is agreed that the Citywide bank for refuse and recycling will be used to address unexpected circumstances and temporary difficulties in a district. If the district 2% bank is frequently exceeded, then the Department and the Union, shall meet promptly to resolve the truck shift issue in the affected district while maintaining the Citywide 10.7 and 6.2 tons per truck shift targets. The number of trucks assigned on a holiday shall have no effect on the bank for that week.

The parties agree to review the adequacy of the “banks” on a district-by-district basis.

The Parties have mutually agreed that the combined differential for the 10.7 and 6.2 collection targets consists of the component indicated in Paragraph 1. G of the Two-Worker Truck Agreement and a separate contribution in the flat amount of \$2.00 per qualifying shift to be paid to the Uniformed Sanitationmen’s Association Compensation Accrual Fund (the “Supplemental Payment”). The \$2.00 per shift Supplemental

Payment, shall be adjusted by future across-the-board increases, if any, but the Supplemental Payment shall not be subject to any premium payments. Eligibility for payment will begin in a district once the district begins the new program. The Supplemental Payment component will be paid on a standard four-week cycle subject to a determination that the standards for receiving the payment have been met.

If the tons per truck shift targets for a given District are unmet, the combined differential shall be paid provided that the District has met its targeted number of truck shifts and the new routes, designed to achieve a Citywide average of 10.7 tons per truck shift for refuse and 6.2 tons per truck shift for recycling, have been completed.

The Supplemental Payment shall not be paid to any member subject to the established docking procedure unless and until the employee appeals such decision and such appeal is upheld.

“Refuse and Recycling” collection vehicles when engaged in regular collection operations under the 10.7/6.2 TTS programs.	Effective Date	Amount
	3/2/2007	\$2.14
	3/2/2008	\$2.23
	8/21/2009	\$2.32
	8/21/2010	\$2.41

Dumping-on-Shift Targets

The Parties have mutually agreed to a new program for refuse and recycling crews that shall be part of a comprehensive productivity agreement, the purpose of which is to establish new performance measurements for attaining savings to be derived from “dumping on shift” and to provide a differential payment for achieving and maintaining those performance standards.

The Citywide and district targets and cut-off times will be adjusted through labor management committees as is the current practice. The productivity program assumes that a “dumping-on-shift” performance standard of at least 45.6% (combined standard for refuse and recycling) shall be maintained. The Parties agree that payment will be made based on a weekly target of 45.6% of loads dumped on shift as long as a floor of 40% is attained Citywide. The floor of 40% is intended to address circumstances and difficulties that may occur. When the 40% floor is not attained Citywide (excluding non-normal operations, e.g., snow and transfer station issues), the differential payment will not be paid to any employee for that week. The Union may appeal such a decision to the Tripartite Panel.

The Parties have mutually agreed that a new differential in the amount of \$5.00 per qualifying shift will be paid for each dump made on shift (only one payment shall be made for a split-body truck) when the route is cleaned. Eligibility for payment will begin during the initial monitoring period of four (4) months. During the four month monitoring period, the Parties agree to a trial program in which supervisors in the district, after consultation with the designated shop steward, shall determine which sections and trucks will be sent to the dump site first if they have finished the route.

The dumping-on-shift differential shall not be paid if the route is incomplete except as otherwise provided below. The “dump-on-shift” differential payment, shall be paid in all cases where the employee is dispatched to dump by assigned supervision. Payment shall not be made for exigencies such as, but not limited to, longer term operational issues such as a facility being closed for an extended period of time, and/or going off-line in which case the program shall be suspended in the affected location(s).

Any Sanitation Worker who has been denied the “dump-on-shift” differential pursuant to this Agreement, shall have the right to appeal the denial to a review committee consisting of the First Deputy Commissioner or designee(s) and the President of Local 831, IBT, or designee(s). If the matter is still unresolved, the Union may appeal the Employer’s determination to the Tripartite Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department’s notification to the Sanitation Worker pursuant to the provisions of Article VII of the collective bargaining agreement between the City of New York and the Uniformed Sanitationmen’s Association, Local 831, IBT, covering the period from November 23, 2002 to March 1, 2007 (the “Collective Bargaining Agreement”).

The standards to be established Citywide and for the Boroughs under the new productivity program, shall be reviewed (monitored) at regular quarterly intervals, or at the request of either Party, after the implementation of the program to determine whether or not the agreed upon targets are continuing to be met. The Parties shall promptly meet and make any necessary adjustments to ensure continuing savings are being attained.

The “dumping-on-shift” differential shall not become part of the employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and it shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the “dumping-on-shift” differential will begin in a District once the District begins the new program.

This agreement shall not supersede the provisions of Article VII, Sections 1 (a), 2 (a) and 3 of the Collective Bargaining Agreement.

<u>Effective Date</u>	<u>Amount</u>
3/2/2007	\$5.37
3/2/2008	\$5.58
8/21/2009	\$5.80
8/21/2010	\$6.03

Roll-on/Roll-off Program

The parties have mutually agreed to a new program – a “Roll-on/Roll-off” productivity agreement using one Sanitation Worker in place of a two Sanitation Worker crew on certain “Roll-on/Roll-off” vehicles to be determined by the Department, without any reduction in current productivity standards. Any changes will be discussed through the labor-management committee created through the productivity programs (the “Labor-Management Committees”).

Current assigned locations shall remain the same unless changed through the Labor-Management Committees.

The Parties have mutually agreed that a new differential in the amount of \$80.00 per qualifying shift will be paid in the same manner as other differentials. Current productivity standards shall be maintained.

The “Roll-on/Roll-off” differential shall not become part of the employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the “Roll-on/Roll-off” differential will begin in a District once the District begins the new program.

The “Roll-on/Roll-off” vehicles will be added to the list of permanent special assignments contained in Article VI, Section 4 (c) and treated in accordance with the provisions of such Article for all subsequent assignments to such vehicles.

The current side letter concerning “Roll-on/Roll-off” assignments is hereby rescinded and is replaced by the terms of a new side letter (attached).

This agreement is subject to the terms of the currently effective collective bargaining agreement between the City of New York and Local 831 of the International Brotherhood of Teamsters.

<u>Effective Date</u>	<u>Amount</u>
3/2/2007	\$85.82
3/2/2008	\$89.25
8/21/2009	\$92.82
8/21/2010	\$96.53

Any dispute, controversy, or claim not otherwise precluded by the parties’ collective bargaining agreement and/or by prior decision or law concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this agreement shall be submitted to the Tripartite Panel.

If the above accords with your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

March 3, 2017

Dear Mr. Nespoli:

This side letter amends the productivity initiatives side letter with regard to the applicable rates as follows:

<u>Effective Date</u>	<u>Amount</u>
Aug. 21, 2010	\$2.14
Sept. 21, 2011	\$2.43
March 21, 2013	\$2.46
March 21, 2014	\$2.48
March 21, 2015	\$2.51
March 21, 2016	\$2.55
Sept. 21, 2016	\$2.61
June 2, 2017	\$2.69

<u>Effective Date</u>	<u>Amount</u>
Aug. 21, 2010	\$6.03
Sept. 21, 2011	\$6.09
March 21, 2013	\$6.15
March 21, 2014	\$6.21
March 21, 2015	\$6.27
March 21, 2016	\$6.37
Sept. 21, 2016	\$6.53
June 2, 2017	\$6.72

<u>Effective Date</u>	<u>Amount</u>
Aug. 21, 2010	\$96.53
Sept. 21, 2011	\$97.50
March 21, 2013	\$98.47
March 21, 2014	\$99.45
March 21, 2015	\$100.45
March 21, 2016	\$100.96
Sept. 21, 2016	\$104.51
June 2, 2017	\$107.64

All other provisions of the letter shall remain unchanged. If the above accords with your understanding, please execute the signature line below.

Very truly yours,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

Mr. Harry Nespoli
President
Uniformed Sanitationmen’s Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

A Labor-Management Pension Committee will be established to investigate pension enhancement legislation for eligible Sanitation Workers.

The Committee will analyze the actual costs and additional contribution rates required to provide this benefit without any cost to the City.

Upon mutual acceptance of the Committee’s recommendations, including plan design and costs, the parties agree to jointly support the legislation necessary to implement the benefit changes.

If the above accords with your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr**

March 3, 2017

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

There will be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Workers detailed on "special assignment" in the Citywide Transportation Unit (CTU) upon satisfactory completion of a twenty-four month review period in CTU.

Criteria:

- Employee must have 24 months of satisfactory service in CTU before eligibility begins for differential
- Special Assignment is revocable without review/appeal; non-transferable, i.e., at Commissioner's discretion; assignment differential ends when assignment ends
- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

"Special Assignment" - CTU	
after 6 months	3%
after 12 months	6%
after 18 months	9%
after 24 months	12%

Very truly yours,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>**

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 2, 2007 through September 20, 2011, which results in a greater percentage wage increase, then, at the Uniformed Sanitationmen's Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/
Harry Nespoli
President

**The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>**

November 21, 2016

RE: Sick Leave Program

Dear Mr. Nespoli:

In light of the successful Sick Leave Pilot Program, regarding reduction of chronic sick leave absenteeism, set out in the June 17, 2009 letter agreement related to Index No. 117281/01, this letter now confirms the parties agreement to continue the program as part of the Collective Bargaining Agreement as follows:

(1) The Department will not apply or enforce those portions of PAP 2007-04 relating to the "Chronic Sick" category challenged in the above-referenced suit. No Sanitation Worker will be designated as falling within that category for the duration of this program. PAP 2007-04 shall be amended to specify that an employee who abuses sick leave may be subject to discipline up to and including termination. Such amendment shall remain in place for the length of this program.

(2) The Department will create a monthly list of Sanitation Workers who have twelve (12) or more incidents of sick leave use or fifty (50) or more sick days in the trailing twelve-month period. The Department will exclude from the list those Sanitation Workers for whom a meaningful portion of the 12 or more incidents or 50 or more days is related to an identifiable injury or ailment resulting in hospitalization. Additionally, it is agreed that an absence attributable to an injury such as a broken leg or broken arm will not be included in the count of sick days or sick leave incidents for purposes of creating the monthly list pursuant to this paragraph and Paragraph (3) of this agreement.

(3) The Department will, each month, provide the Monthly Sick List described in (2) above to the Union along with any information reasonably necessary for the Union to counsel the individuals on the list with regard to their use of sick leave. If the Department provides the Union with medical information regarding a Sanitation Worker, the Sanitation Worker will be asked to sign a release authorizing such medical information to be forwarded to the Union.

(4) The Union will, as part of the program, counsel the individuals on the Monthly Sick List as to appropriate use of sick leave.

(5) Nothing shall prevent the Department's Medical Division from conducting an initial interview with an employee regarding the use of sick leave, provided that the Union is notified of the meeting and the results are documented and sent to the Union.

(6) If an employee whose name appears on a Monthly Sick List utilizes, in the Department's determination, a significant amount of sick leave subsequent to being counseled by the Union, the Department may seek a joint counseling sessions with the Sanitation Worker and the Union. The Department and the Union shall work together to coordinate the scheduling of such joint sessions.

(7) Any Sanitation Worker who is jointly counseled by the Department and the Union will be provided with and asked to sign a Notice of Counseling form with the parties' understanding that such signature will not constitute an admission of any wrongdoing by the signing Worker. The Notice will provide that the Worker met with the Union and the Department on a particular date to discuss the appropriate use of sick leave and that the Department notified the Worker that should disciplinary charges be brought and a hearing officer ultimately determine that an abuse of sick leave had occurred, the Worker may be subject to discipline up to and including termination.

(8) If an employee who has been jointly counseled utilizes, in the Department's determination, a significant amount of sick leave subsequent to being jointly counseled by the Department and the Union, the Department may seek another joint counseling session with the Sanitation Worker and the Union and/or refer the Sanitation Worker to an appropriate third-party physician on the Medical Panel previously established by the Department and the Union to resolve any disputes between the Medical Division and Sanitation Worker's treating physicians regarding fitness for duty.

(9) The Department and the Union will jointly evaluate the existing makeup of the Medical Panel to determine if an additional doctor in any particular specialty need be added to reasonably effectuate the ongoing program. If so, the Department will suggest such additions to the Panel by providing the credentials of the additional doctor to the Union for evaluation. If the Union believes the credentials of the Third Party Doctor to be inappropriate to his or her designated specialty (understanding that it cannot unreasonably withhold consent), the Union shall so inform the Department in writing and the Department shall select a different Third Party Doctor whose credentials will be subject to the same review and approval by the Union. The parties agree that a Board-Certified physician is presumptively qualified to serve on the Medical Panel in his or her specialty.

(10) The Department shall pay the cost of having the Medical Panel Doctor examine the Sanitation Worker, If the Medical Panel Doctor determines that medical tests are necessary to evaluate the health of the Worker, the Panel Doctor and/or the Department's Medical Division will contact the Worker's treating physician regarding such tests. The treating physician will be asked to perform or arrange for the

requested tests. With regards to any such tests, the Department will, in the first instance, look to the Sanitation Worker's health insurance provider for payment. If the insurer will not agree to pay for all or part of the tests, the Department will determine whether it will. The Sanitation Worker will not be asked or be required to personally pay for part or all of any such tests. Where the Department opts not to pay for the tests, the absence of such tests may not be used to prejudice the position of the Sanitation Worker or the Department.

(11) In conjunction with the referral of any Sanitation Worker to a Medical Panel Doctor, the Sanitation Worker will be requested to provide a Health Insurance Portability and Accountability Act ("HIPPA") compliant release permitting the Medical Panel Doctor to review the Sanitation Worker's medical files maintained by the Department and any doctor who treated the Worker within the past 24 months as well as any other medical file deemed relevant by the Medical Panel Doctor. The Medical Panel Doctor shall provide his or her findings to the Department and the Sanitation Worker will be asked to sign a HIPPA compliant release allowing the Department to forward the findings of the Medical Panel Doctor to the Union. Any such findings will be held as confidential by the Department and the Union, except that should the Department pursue disciplinary charges against the Sanitation Worker for abuse of sick leave, any such findings may be introduced as evidence before the Office of Administrative Trials and Hearings ("OATH"). Counsel for the parties may discuss how any such findings will be released and kept confidential.

(12) This agreement may not be modified or orally changed and may be amended only by an agreement signed by both parties.

Assuming the above recitation comports with the parties' understandings, please acknowledge agreement as set out below.

Very truly yours,
/s/
Robert Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____ /s/
Harry Nespoli
President

The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

March 3, 2017

Mr. Harry Nespoli, President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from September 21, 2011 through
Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the establishment of a Supplemental Annuity Fund to provide supplemental benefits to Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), who have attained a normal service retirement after twenty (20) years of service.

Effective July 1, 2009, the City of New York shall calculate and remit lump-sum contributions in the amount(s) of:

<u>Effective Date</u>	<u>Annual amount</u>
7/1/2009	\$323.88
8/21/2009	\$336.84
8/21/2010	\$350.31
8/21/2011	\$415.31
9/21/2011	\$419.46
3/21/2013	\$423.65
3/21/2014	\$427.89
3/21/2015	\$432.17
3/21/2016	\$438.65
6/2/2017	\$449.62
6/2/2018	\$463.11

Thereafter, the annual lump-sum amount to be contributed shall be adjusted by any future across-the board wage increases and shall be predicated upon the active headcount as of the cycle used for the payment of annuity monies encompassing the July 1 date in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel, and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Uniformed Sanitationmen's Association agree to jointly support such legislation subject to approval by both the City and the union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amount set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. In the event that the parties are unable to effectuate the above, the parties agree to meet to discuss what actions might be necessary or to determine a substitute benefit of equivalent value.

In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Uniformed Sanitationmen's Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

Very truly yours,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____ /s/
Harry Nespoli
President

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OFFICE OF MANAGEMENT AND BUDGET

PUBLIC HEARINGS

COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY

NOTICE OF PROPOSED ACTION PLAN AMENDMENT

TO RESIDENTS, BUSINESS OWNERS, GROUPS, COMMUNITY BOARDS AND AGENCIES:

New York City has completed a proposed amendment to its plan for the \$4.214 billion in Federal disaster aid from the Department of Housing and Urban Development (HUD) to help with recovery from Hurricane Sandy.

Overview

The City of New York ("City" or "NYC") is the recipient of \$4.214 billion of Community Development Block Grant - Disaster Recovery (CDBG-DR) funding from the U.S. Department of Housing and Urban Development (HUD) to assist in disaster recovery and rebuilding efforts resulting from Hurricane Sandy. The City's approved CDBG-DR Action Plan details how the City plans to spend the grant on eligible Hurricane Sandy disaster recovery and rebuilding activities. Of the \$4.21 billion, a specific Rebuild by Design grant of \$335 million was designated for an integrated flood protection system that is referred to as the East Side Coastal Resiliency (ESCR) Project.

The proposed project area begins on the south, at Montgomery Street and extends north to East 25th Street with inland segments along these streets. Within this proposed project area, the City is proposing to install a flood protection system that is integrated with City parkland and streets. The proposed alternative designs involve a combination of berms (or "bridging berms"), floodwalls, and deployable systems. Additionally, the proposed action would improve and enhance waterfront open space resources, including East River and Stuyvesant Cove Parks and improve related City infrastructure.

Pursuant to the Federal Register Notice published on October 16, 2014, the East Side Coastal Resiliency project requires its own substantial amendment and such amendment will be available for review by the public and approval by HUD.

The comment period on the proposed CDBG-DR Action Plan Amendment 13 is open. Comments must be received no later than **April 24, 2017**, at 11:59 P.M. (EST). The proposed CDBG-DR Action Amendment 13 and the public commenting forms are available

at http://www.nyc.gov/cdbg. Individuals will be able to read the amendment and the currently approved Action Plan and comment on the amendment in English, Spanish, Russian and Chinese (simplified). The online materials will also be accessible for the visually impaired. Written comments may also be directed by mail to Calvin Johnson, Assistant Director, CDBG-DR, NYC Office of Management and Budget, 255 Greenwich Street, 8th Floor, New York, NY 10007, or by email CDBG-DRenviro@omb.nyc.gov. Public comments may be given in person at the hearing location listed below.

Below are the details for the Amendment 13 public hearing. Hearings are subject to change. Please call 311 or 212-NEW-YORK (212-639-9675) from outside New York City or check http://www.nyc.gov/cdbg for the most updated information.

Tuesday, April 4, 2017, at 6:30 P.M.
Manny Cantor Center
197 East Broadway, New York, NY 10002

Paper copies of the Action Plan Amendment 13, including in large print format (18pt. font size), are available at the following address in both English and the languages listed above:

New York City Office of Management and Budget
255 Greenwich Street, 8th Floor Reception Area
New York, NY 10007

At the end of the comment period, all comments shall be reviewed and a City response will be incorporated into the City's Responses to Public Comments document. A summary of the comments and the City's responses will be submitted to HUD for approval in the final CDBG-DR Action Plan Amendment 13. The revised Action Plan Amendment 13 including the public comments and responses will be posted on the City's CDBG-DR website at http://www.nyc.gov/cdbg.

City of New York: Bill de Blasio, Mayor
Dean Fuleihan, Budget Director, NYC Office of Management and Budget

Date: March 24, 2017

Accessibility questions: Fay Lee (718) 391-2411, LeeFa@ddc.nyc.gov, by: Tuesday, March 28, 2017, 1:00 P.M.



m24-29

CHANGES IN PERSONNEL

BOARD OF ELECTION POLL WORKERS
FOR PERIOD ENDING 02/24/17

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists personnel changes for the Board of Election Poll Workers.

BOARD OF ELECTION POLL WORKERS
FOR PERIOD ENDING 02/24/17

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists personnel for the Board of Election Poll Workers.

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LATE NOTICE

CITY PLANNING

PUBLIC HEARINGS

POSITIVE DECLARATION

Project Identification Two Bridges LSRD
CEQR No. 17DCP148M
ULURP Nos. Pending
SEQR Classification: Type I
Lead Agency City Planning Commission
120 Broadway, 31st Floor
New York, NY 10271
Contact: Robert Dobruskin
(212) 720-3423

Name, Description and Location of Proposal:

Two Bridges LSRD

The three Applicants - Cherry Street Owner, LLC (an affiliate of JDS Development Group, and Two Bridges Senior Apartments LP); Two Bridges Associates, LP (a joint venture between CIM Group and L+M Development Partners); and LE1 Sub LLC - each seek separate minor modifications to the existing Two Bridges Large Scale Residential Development (LSRD) on Block 248, Lots 15, 70, and 76; Block 247, Lots 1 and 2; and Block 246, Lots 1 and 5 (the "Project Area") to allow for the

development of three new mixed-use buildings (the "Proposed Project") within the LSRD. The Project Area consists of three Project Sites – Site 4 (4A/4B) (Block 248, Lots 15, 70, and 76), located at 247 Cherry Street; Site 5 (Block 247, Lots 1 and 2), located at 260 South Street; and Site 6A (Block 246, Lots 1 and 5), located at 259 Clinton Street, in the Lower East Side neighborhood of Manhattan in Community District 3, within the boundaries of the former Two Bridges Urban Renewal Area (TBURA). The Project Area is located in a C6-4 Zoning District bounded by the midblock area between Clinton Street and Montgomery Street; Cherry, Clinton, and South Streets; and midblock between Rutgers Slip and Pike Slip. Collectively, the Proposed Actions would facilitate a proposal by the Applicants to develop three mixed-use buildings totaling 2,554,060 gross square feet (gsf) and consisting of 2,503,365 gsf of residential use (2,775 dwelling units, including 210 residences for seniors and up to 694 affordable dwelling units); 10,888 gsf of Use Group 6 retail space; 17,028 gsf of community facility space; 22,779 gsf of private open space; and 103 below-grade accessory parking spaces.

Site 4 (4A/4B) located on the west side of Rutgers Slip, between Cherry Street to the north, and South Street to the South, consists of Block 248, Lots 15, 70, and 76, and contains 69,210 sf of lot area. Lot 70 is owned by Two Bridges Senior Apartments LP, and Lot 76 is owned by Two Bridges Housing Development Fund Company, Inc. Lot 76 and a portion of Lot 70 are under contract for purchase by Cherry Street Owner, LLC (with Two Bridges Senior Apartments LP retaining ownership of the remainder of Lot 70). Lot 70 is occupied by an approximately 85,615-gsf (109-unit), 10-story residential (Use Group 2) building (80 Rutgers Slip) and has 4 surface parking spaces and 3,928 sf of open space. Lot 76 contains a partially-vacant, approximately 11,575-gsf one-story commercial building (235 Cherry Street) with Use Group 6 retail and 280 sf of open space. Lot 15 is occupied by an approximately 255,447-gsf (198-unit), 21-story mixed-use residential building (82 Rutgers Slip) with an 11-space enclosed accessory parking facility, and 11,660 sf of paved, private but publicly-accessible open space to the north of the building, adjacent to 235 Cherry Street and 80 Rutgers Slip. As-of-right zoning lot mergers will be required in order to facilitate this project. Lot 15 will be part of the zoning lot.

Site 5, located on South Street, between Rutgers Slip, and the former alignment of Jefferson Street (demapped) to the east, consists of Block 247, Lots 1 and 2, and contains 145,031 sf of lot area. Site 5 is owned by Two Bridges Associates, LP. Site 5 contains the Land's End IIA development complex which includes two 26-story rental apartment buildings for low income households at 265 and 275 Cherry Street (490 units total); a paved surface parking lot with 103 parking spaces on South Street; a paved area west of the 265 Cherry Street building; and private playgrounds and landscaped seating areas between the two buildings. The building at 265 Cherry Street includes a small amount of local retail use on the ground floor. Site 5 also includes a private open space along the Rutgers Slip block frontage that contains playgrounds, seating areas, and basketball courts.

Site 6A, located on the west side of Clinton Street at South Street, consists of Block 246, Lots 1 and 5, and contains 71,357 sf of lot area, with Lot 5 owned by LE1 Sub LLC. Lot 5 is currently vacant; Lot 1 is occupied by a 19-story, 262,877 gsf (256-unit) residential building (275 South Street), and a 35-space accessory surface parking lot facing South Street. Two existing curb cuts provide access to this parking lot from South Street.

The Project Sites are located in a C6-4 Zoning District within the Two Bridges LSRD.

The C6-4 zoning district has been mapped in the project area since 1961. C6 districts are commercial districts that permit a wide range of high-bulk commercial uses that require a central location. C6 districts permit corporate headquarters, community facilities, and high-rise residences in mixed-use buildings. C6-4 districts permit a maximum floor area ratio (FAR) of 10.0 for commercial, community facility, or residential uses, bonusable to 12 FAR through the R10 Inclusionary Housing program. As C6-4 districts are typically mapped in districts that are well served by mass transit, off-street parking is generally not required. One space per 4,000 zoning square feet of new community facility or commercial space is permitted and limited to 100 spaces, or 225 spaces for mixed-use developments. All new spaces must be located in an enclosed building.

Zoning on the project sites is modified by the Two Bridges LSRD Plan, authorized in 1977 to permit the construction of the Land's End IIA housing project, now 265 and 275 Cherry Street. The Two Bridges LSRD Special Permit was originally approved by the CPC on May 17, 1972 (CP-21885), and was last amended on August 23, 2013 (M120183 ZSM). The 2013 amendment was to allow for the development of a new mixed-use building on Site 5, as well as the enlargement of existing retail use and the relocation of 103 existing accessory surface parking spaces into the new building. That proposed development did not occur. The LSRD Special Permit, as amended, remains in effect.

Large Scale Plans are governed by the provisions of the NYC Zoning Resolution Article VII: Chapter 8 (Special Regulations Applying to Large Scale Residential Developments), and are created to promote good site planning on large zoning lots or several zoning lots planned as a unit that are contiguous or only separated by a street. Large Scale Plans

allow greater flexibility of bulk and open space on these sites, and can be implemented for general developments, residential developments, or community facility developments. A Large Scale Plan is only approved if the CPC finds that the redistribution of bulk and open space on the site will result in a better site plan, and a better relationship among buildings, and open areas with the neighborhood than would be possible without modifying the underlying zoning. Substantial updates or changes to a Large Scale Plan, must be approved by the CPC through a minor or major modification process, depending on whether the changes require waivers or zoning actions not encompassed by previous approvals.

The proposed projects do not require waivers or zoning actions not encompassed by previous approvals and each will proceed, as a minor modification to the previously-approved Two Bridges LSRD. The proposed modifications to the LSRD site plan would allow for the development of three new mixed-use buildings within the Two Bridges LSRD. The new mixed use developments on each of the three project sites would comply with the underlying district regulations applicable to the sites under the Zoning Resolution, and no use or bulk waivers would be required to facilitate the proposed projects. However, the Two Bridges LSRD regulates the maximum developable floor area, lot coverage, and other features of development.

The proposed minor modification for Site 4A/4B would: revise the LSRD parcel boundaries to combine Parcels 4A, and 4B into new Parcel 4; permit the location and envelope of the new building; permit additional floor area at the development site; and permit additional lot coverage at the development site. No new parking would be provided. These modifications would facilitate the development of a new residential building with ground floor retail on a portion of Lot 70, cantilevering over existing buildings on Lots 70 and 76 and would provide open space improvements on Lots 15, 70, and 76. The existing buildings on Lots 15, 70, and 76 would be retained; however, the ground floor and westernmost portion of the existing building on Lot 70, would be reconfigured to allow for the introduction of ground floor retail and to accommodate the new development.

The proposed minor modification for Site 5 would revise the Two Bridges LSRD Plan and calculations in the LSRD to allow additional residential, commercial, and community facility floor area, and increased lot coverage on Lots 1 and 2, and relocation of 103 existing accessory parking spaces. These modifications would facilitate the development of a new mixed-use building with residential and community facility uses located in two towers on a shared base. The development would also provide on-site relocation of 103 existing parking spaces from surface parking lots to a new below grade garage in the new building; however, no new parking would be created. The existing buildings would be retained, and ground floor retail space along Cherry Street would be enlarged. In addition, the courtyard would be landscaped and the open space amenities on Rutgers Slip would be improved.

The proposed minor modification for Site 6A would revise the LSRD calculations to allow additional floor area at the development site; permit the locations, and envelope of the new building; and permit additional lot coverage at the development site. These modifications would facilitate the development of a new building on Lot 5 with retail and residential space. No new parking would be provided. The existing building at 275 South Street on Lot 1 would remain.

The proposed projects would comply with the underlying district regulations applicable to the sites under the Zoning Resolution, and no special permits, authorizations, or certifications are required other than the minor modifications to the LSRD described herein.

Proposed Development Program

Site 4 (4A/4B) would contain approximately 968,409 gsf of mixed-use, primarily residential development on Lots 15, 70, and 76. The new building, which would occupy portions of Lots 70 and 76, would cantilever over the existing one-story retail building on Lot 76 (235 Cherry Street), and the 10-story residential building on Lot 70 (80 Rutgers Slip). Portions of the existing 10-story building would be integrated into the new building, including 10 residential units and a community room, and ground-floor retail would be introduced into the existing 10-story building's ground floor. The new building would reach a height of approximately 79 stories (approximately 1,008 feet tall, including mechanical screen) and would provide approximately 617,464 gsf of residential use (in addition to the remaining 80,799 gsf of residential use at 80 Rutgers Slip). The new development would contain up to 660 new units (in addition to the 10 units that would be relocated from 80 Rutgers Slip, to the new building, 25 percent of which would be designated as affordable (up to 165 units), and 10 units of which would be allocated for senior housing. The one-story, approximately 11,575 gsf retail building on Lot 76 would remain and be re-tenanted. An additional approximately 3,124 gsf of retail space would be introduced in the base of 80 Rutgers Slip. The overall development on Site 4 (4A/4B) would total approximately 968,409 gsf, of which approximately 615,217 gsf would be in addition to existing development. The existing 21-story building located on Lot 15 (82 Rutgers Slip) would remain, and the open space on Lots 15, 70, and 76 would be improved. The existing curb cuts on Rutgers Slip and on Cherry Street would be removed; no new curb cuts

would be required. The residential units within the existing buildings at on Lot 70 (80 Rutgers Slip) and Lot 15 (82 Rutgers Slip) would remain affordable, consistent with the existing regulatory agreements governing each building.

Site 5 would contain an approximately 1,244,960 gsf mixed-use development with two towers on a shared base. It would reach a height of approximately 69 stories (maximum 798 feet, including mechanical screen) along South Street. Site 5 would provide up to 1,350 residential units (average size 850 sf/unit), 25 percent of which would be designated as affordable (up to 338 units, including 100 new units of low-income senior housing), and approximately 17,028 gsf of community facility use. The project would maintain the 103 surface parking spaces that currently exist on site, relocating these spaces to a garage in the lower level of the proposed building. The proposed project also would enlarge the ground floor retail fronting Cherry Street, by approximately 5,258 gsf, in one-story expansions of the 265 and 275 Cherry Street buildings. The existing buildings (633,523 gsf residential and 2,085 gsf retail at 265-275 Cherry Street) would remain. The residential use in those buildings (490 units) would remain affordable, consistent with the long-term regulatory agreements for that development. The project also would affect the open space amenities along Rutgers Slip, including replacing an area between the private open space along Rutgers Slip, and 265 Cherry Street which is currently occupied by surface parking. The existing curb cuts on Cherry and South Streets would be maintained, and two existing curb cuts on South Street would be used to access the resident and visitor drop-off and the lower level parking garage in the new building. No new curb cuts would be required. The new development would be oriented perpendicular to the existing buildings at 265 and 275 Cherry Street.

Site 6 would contain approximately 657,868 gsf of mixed-use development on Lot 5. Based on current plans, the building is expected to reach a height of approximately 62 stories (approximately 724 feet tall, including mechanical screen) and would provide up to 655,463 sf of new residential use, (up to 765 residential units), 25 percent of which would be designated as affordable (up to 191 units, 100 of which would be new low-income senior housing), as well as approximately 2,506 gsf of retail use. The Site 6A project would also provide approximately 3,200 sf of new on-site open space. The existing building and accessory surface parking on Lot 1 would remain. The existing curb cuts on South Street would remain. No new curb cuts would be required.

For the purposes of presenting a conservative environmental analysis, the Environmental Assessment Statement (EAS) considers the Applicants' Proposed Project (development on the three Project Sites) with the proposed minor modifications to the LSRD as the With-Action Scenario. The Proposed Actions would facilitate a proposal by the Applicants to develop three mixed-use buildings totaling 2,554,060 gross square feet (gsf) and consisting of 2,503,365 gsf of residential use (2,775 dwelling units, including 210 residences for seniors, and up to 694 affordable dwelling units), 10,888 gsf of Use Group 6 retail space, 17,028 gsf of community facility space, 22,779 gsf of private open space, and 103 below-grade accessory parking spaces (cumulative increment).

Absent the Proposed Actions, it is assumed that the three Project Sites would remain as per the existing conditions, and that the existing retail in the Lot 76 building on Site 4 (4A/4B) would be re-tenanted.

The analysis year for the Proposed Actions is 2021.

Statement of Significant Effect:

On behalf of the CPC, the Environmental Assessment and Review Division has determined, pursuant to 6 NYCRR Part 617.7, that the proposed action may have a significant effect on the quality of the environment as detailed in the following environmental impacts, and that an environmental impact statement will be required:

1. The actions, as proposed, may result in significant adverse impacts related to land use, zoning, and public policy in the vicinity of the affected area.
2. The actions, as proposed, may result in significant adverse impacts related to socioeconomic conditions in the vicinity of the affected area.
3. The actions, as proposed, may result in significant adverse impacts to community facilities in the study area.
4. The actions, as proposed, may result in significant adverse impacts on publicly accessible open space in the vicinity of the affected area.
5. The actions, as proposed, may result in significant adverse shadow impacts in the vicinity of the affected area.
6. The actions, as proposed, may result in significant adverse impacts on historic and cultural resources in the affected area.
7. The actions, as proposed, may result in significant adverse impacts on urban design and visual resources in the vicinity of the affected area.
8. The actions, as proposed, may result in significant adverse impacts on natural resources in the vicinity of the affected area.

9. The actions, as proposed, may result in significant adverse impacts related to hazardous materials in the vicinity of the affected area.
10. The actions, as proposed, may result in significant adverse impacts on water and sewer infrastructure in the vicinity of the affected area.
11. The actions, as proposed, may result in significant adverse impacts on solid waste and sanitation in the vicinity of the affected area.
12. The actions, as proposed, may result in significant adverse impacts on energy in the vicinity of the affected area.
13. The actions, as proposed, may result in significant adverse impacts to transportation in the vicinity of the affected area.
14. The actions, as proposed, may result in significant adverse impacts to air quality in the vicinity of the affected area.
15. The actions, as proposed, may result in significant adverse impacts to greenhouse gases in the vicinity of the affected area.
16. The actions, as proposed, may result in significant adverse noise impacts in the vicinity of the affected area.
17. The actions, as proposed, may result in significant adverse noise impacts on public health in the vicinity of the affected area.
18. The actions, as proposed, may result in significant adverse impacts on neighborhood character in the vicinity of the affected area.
19. The actions, as proposed, may result in significant adverse construction-related impacts.

Supporting Statement:

The above determination is based on an Environmental Assessment Statement prepared for the action which finds that:

1. Land Use, Zoning and Public Policy – New development facilitated by the proposed actions could affect land use, zoning, and public policy.
2. Socioeconomic Conditions – The proposed actions could result in indirect displacement of residential and commercial uses.
3. Community Facilities – Increased development would increase the number of residents, visitors, and workers using area community facilities and services. Public elementary and intermediate schools, publicly-funded day care, and libraries could be affected.
4. Open Space – Changes to the area's open spaces may occur due to increased demand for use of publicly accessible spaces, potentially leading to indirect residential impacts.
5. Shadows – New development facilitated by the proposed actions could cast shadows on publicly accessible open spaces and sunlight-sensitive architectural resources in the study area.
6. Historic and Cultural Resources – The proposed actions could affect archaeological and architectural resources in the study area.
7. Urban Design and Visual Resources – New development facilitated by the proposed actions could result in new building forms that differ from existing urban design elements in the affected area, and may alter the urban design character and visual resources of the surrounding area.
8. Natural Resources – The proposed project is located in a floodplain and could affect natural resources in the study area.
9. Hazardous Materials – The proposed actions would result in new construction and in-ground disturbance which, given the historical on-and off-site uses and conditions, has the potential to result in hazardous materials impacts.
10. Water and Sewer Infrastructure – The proposed actions would result in new development within the project area which could place additional demands on infrastructure, including storm water management and waste water management.
11. Solid Waste and Sanitation – The proposed actions would result in a net increase of 50 tons of solid waste per week.
12. Energy – Although significant adverse energy impacts are not anticipated for the proposed actions as it would not affect the transmission or generation of energy, the projected amount of energy consumption during long-term operation resulting from the proposed action should be assessed.
13. Transportation – The proposed actions would result in an increase in the number of vehicular trips and increase ridership on mass transit facilities. In addition, parking availability may be affected due to the creation of new parking demand. It also would affect pedestrian movements in the area due to the increased number of residents, workers, and visitors.
14. Air Quality – Increased demand for heating, ventilation and air conditioning (HVAC); proximity to the FDR; increased vehicular

traffic; and proximity to a manufacturing district may affect air quality.

- 15. Greenhouse Gas Emissions – The proposed actions may affect greenhouse gas emissions due to the increased construction and operational activities as a result of the new development. In addition, since the project sites are located in a flood hazard zone, the potential impacts of climate change on the proposed project will be evaluated.
- 16. Noise – The proposed actions would increase the volume of traffic in the area, which could result in additional traffic noise and may have the potential to result in stationary source noise impacts.
- 17. Public Health – The proposed actions would result in an increase in development density which could potentially result in public health concerns.
- 18. Neighborhood Character – The proposed actions would result in new mixed-use developments which could alter existing neighborhood character by affecting shadows, urban design, visual resources, historic resources, socioeconomic conditions, traffic, and noise.
- 19. Construction – The proposed actions would result in new development over an extended period of time that involves activities which may result in construction-related impacts.
- 20. The Draft Environmental Impact Statement (DEIS) to be prepared for the proposed action will identify and describe any other potential effects on the environment.

Public Scoping:

The CEQR lead agency hereby requests that the applicant prepare or have prepared, at their option, a Draft Environmental Impact Statement (DEIS) in accordance with 6 NYCRR 617.9(b) and Sections 6-08 and 6-12 of Executive Order No. 91 of 1977 as amended (City Environmental Quality Review).

A public scoping meeting has been scheduled for Thursday, April 27th, 2017, and will be held at the Health Building, 125 Worth Street, New York, NY 10013. The public meeting will consist of two sessions: one starting at 2:00 P.M.; and a second session starting at 6:00 P.M. Written comments will be accepted by the lead agency until the close of business on Thursday May 11, 2017.

This determination has been prepared in accordance with Article 8 of the Environmental Conservation Law.

Should you have any questions pertaining to this Positive Declaration, you may contact Evan Lemonides at (212) 720-3509 or Samuel Nourieli at (212) 720-3425.



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**PUBLIC NOTICE OF A SCOPING MEETING
DRAFT ENVIRONMENTAL IMPACT STATEMENT
(CEQR No. 17DCP148M)**

NOTICE IS HEREBY GIVEN that pursuant to Section 5-07 of the Rules of Procedure for Environmental Review (CEQR) and 6 NYCRR 617.8 (State Environmental Quality Review) that the New York City Department of City Planning (DCP), acting on behalf of the City Planning Commission (CPC) as CEQR lead agency, has determined that a Draft Environmental Impact Statement (DEIS) is to be prepared for the proposed actions related to the development of the **“Two Bridges Large Scale Residential Development Area Project”** (CEQR No. 17DCP148M).

The CEQR lead agency hereby requests that the applicant prepare or have prepared, at their option, a Draft Environmental Impact Statement (DEIS) in accordance with 6 NYCRR 617.9(b) and Sections 6-08 and 6-12 of Executive Order No. 91 of 1977 as amended (City Environmental Quality Review).

A public scoping meeting has been scheduled for Thursday, April 27th, 2017, and will be held at the Health Building, 125 Worth Street, New York, NY 10013. The public meeting will consist of two sessions. The first session will begin at 2:00 P.M. The second session will begin at 6:00 PM. Written comments will be accepted by the lead agency until the close of business on May 11, 2017.

The three applicants — Cherry Street Owner, LLC (an affiliate of JDS Development Group, and Two Bridges Senior Apartments LP); Two Bridges Associates, LP (a joint venture between CIM Group and L+M Development Partners); and LE1 Sub LLC — each seek separate minor modifications to the existing Two Bridges Large Scale Residential Development (LSRD) to allow for the development of three new mixed-use buildings within the LSRD. The three project sites — Sites 4 (4A/4B), 5, and 6A — are located in the Lower East Side neighborhood of Manhattan in Community District (CD) 3, within the boundaries of the former Two Bridges Urban Renewal Area (TBURA). (The numbering of the sites in this document corresponds with that used in the Two Bridges LSRD.) Site 4 (4A/4B) occupies the northeast corner of Block 248, Lots 15, 70, and 76. Site 5 occupies Lots 1 and 2 of Block 247. Site 6A comprises

Block 246, Lots 1 and 5. All three project sites are zoned C6-4.

Site 4 (4A/4B) would contain approximately 968,409 gsf of mixed-use, primarily residential development on Lots 15, 70, and 76. The new building, which would occupy portions of Lots 70 and 76, would cantilever over the existing one-story retail building on Lot 76 (235 Cherry Street) and the 10-story residential building on Lot 70 (80 Rutgers Slip). Portions of the existing 10-story building would be integrated into the new building, including 10 residential units and a community room, and ground-floor retail would be introduced into the existing 10-story building's ground floor. The new building would reach a height of approximately 79 stories (approximately 1,008 feet tall, including mechanical screen) and would provide approximately 617,464 gsf of residential use (in addition to the remaining 80,799 gsf of residential use at 80 Rutgers Slip). The new development would contain up to 660 new units (in addition to the 10 units that would be relocated from 80 Rutgers Slip to the new building, 25 percent of which would be designated as affordable (up to 165 units), and 10 units of which would be allocated for senior housing. The one-story, approximately 11,575 gsf retail building on Lot 76 would remain and be re-tenanted. An additional approximately 3,124 gsf of retail space would be introduced in the base of 80 Rutgers Slip. The overall development on Site 4 (4A/4B) would total approximately 968,409 gsf, of which approximately 615,217 gsf would be in addition to existing development. The existing 21-story building located on Lot 15 (82 Rutgers Slip) would remain, and the open space on Lots 15, 70, and 76 would be improved. The existing curb cuts on Rutgers Slip and on Cherry Street would be removed; no new curb cuts would be required. The residential units within the existing buildings at on Lot 70 (80 Rutgers Slip) and Lot 15 (82 Rutgers Slip) would remain affordable, consistent with the existing regulatory agreements governing each building.

Site 5 would contain an approximately 1,244,960 gsf mixed-use development with two towers on a shared base. It would reach a height of approximately 69 stories (maximum 798 feet, including mechanical screen) along South Street. Site 5 would provide up to 1,350 residential units (average size 850 sf/unit), 25 percent of which would be designated as affordable (up to 338 units, including 100 new units of low-income senior housing), and approximately 17,028 gsf of community facility use. The project would maintain the 103 surface parking spaces that currently exist on site, relocating these spaces to a garage in the lower level of the proposed building. The proposed project also would enlarge the ground floor retail fronting Cherry Street by approximately 5,258 gsf, in one-story expansions of the 265 and 275 Cherry Street buildings. The existing buildings (633,523 gsf residential and 2,085 gsf retail at 265-275 Cherry Street) would remain. The residential use in those buildings (490 units) would remain affordable, consistent with the long-term regulatory agreements for that development. The project also would affect the open space amenities along Rutgers Slip, including replacing an area between the private open space along Rutgers Slip and 265 Cherry Street which is currently occupied by surface parking. The existing curb cuts on Cherry and South Streets would be maintained, and two existing curb cuts on South Street would be used to access the resident and visitor drop-off and the lower level parking garage in the new building. No new curb cuts would be required. The new development would be oriented perpendicular to the existing buildings at 265 and 275 Cherry Street.

Site 6 would contain approximately 657,868 gsf of mixed-use development on Lot 5. Based on current plans, the building is expected to reach a height of approximately 62 stories (approximately 724 feet tall, including mechanical screen) and would provide up to 655,463 sf of new residential use, (up to 765 residential units), 25 percent of which would be designated as affordable (up to 191 units, 100 of which would be new low-income senior housing), as well as approximately 2,506 gsf of retail use. The Site 6A project would also provide approximately 3,200 sf of new on-site open space. The existing building and accessory surface parking on Lot 1 would remain. The existing curb cuts on South Street would remain. No new curb cuts would be required.

While each of the three proposed projects are separate development proposals, their potential environmental impacts will be considered in a single Environmental Impact Statement due to their physical proximity and the likelihood of their being constructed during the same or similar time periods.

Public comments are requested with respect to issues to be addressed in the draft environmental impact statement.

Copies of the Draft Scope of Work and the Environmental Assessment Statement may be obtained from the Environmental Assessment and Review Division, New York City Department of City Planning, 120 Broadway, New York, NY 10271, 31st Floor, Robert Dobruskin, AICP, Director (212) 720-3423; or from the Mayor's Office of Environmental Coordination, 253 Broadway, 14th Floor, New York, NY 10007, Hilary Semel, Director (212) 676-3290. The Draft Scope of Work and scoping protocol will also be made available for download at www.nyc.gov/planning.



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